



BID NO.: SS4416-3/25-OTR

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:

ELEVATOR MAINTENANCE SERVICES FOR OTIS ELEVATOR EQUIPMENT FOR
VARIOUS MIAMI-DADE COUNTY DEPARTMENTS

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:
CATALOGUE AND LISTS:
CERTIFICATE OF COMPETENCY: SEE SECTION 2; PARA 2.14
EQUIPMENT LIST:
INDEMNIFICATION/INSURANCE: SEE SECTION 2; PARA 2.11
LIVING WAGE:
PRE-BID CONFERENCE/WALK-THRU:
RACE-CONSCIOUSNESS MEASURE:
SAMPLES/INFORMATION SHEETS:
SECTION 3 – MDHA: SEE SECTION 2; PARA 2.68
SITE VISIT/AFFIDAVIT: SEE SECTION 2; PARA 2.8
USER ACCESS PROGRAM: SEE SECTION 2; PARA 2.21
WRITTEN WARRANTY:

FOR INFORMATION CONTACT:

Robin Webb at 305-375-4263, or at drobin@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION

FAILURE TO SIGN PAGE OF SECTION 4, BID SUBMITTAL
FORM WILL RENDER YOUR BID NON-RESPONSIVE

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: SS44116-11/24-OTR

**Title: ELEVATOR MAINTENANCE SERVICES FOR OTIS ELEVATOR EQUIPMENT FOR
VARIOUS MIAMI-DADE COUNTY DEPARTMENTS**

Sr. Procurement Contracting Agent: Robin Webb

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".**

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1st Street, 19th Floor, Miami, FL 33123-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the

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Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.

2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or

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technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered

by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. The provisions of Section 2-8.5 also apply to Broward County businesses due to the InterLocal Agreement between Miami-Dade and Broward Counties. A local business shall be defined as:

- a business that has a valid occupational license, issued by Miami-Dade County or Broward County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased; and
- a business that has physical business address located within the limits of Miami-Dade County or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

When the bid from a Miami-Dade or Broward local business is within 10% of the lowest price submitted by a non-local business, the local business, and the non-local business that submitted the lowest initial bid, shall have the opportunity to submit a best and final bid equal to or lower than their initially submitted pricing.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

| <u>Award Amount</u> | <u>Filing Fee</u> |
|-----------------------|-------------------|
| \$25,000-\$100,000 | \$500 |
| \$100,001-\$500,000 | \$1,000 |
| \$500,001-\$5 million | \$3,000 |
| Over \$5 million | \$5,000 |

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In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

C. For award recommendations greater than \$100,000 the following shall apply:

When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

D. For award recommendations from \$25,000 to \$100,000 the following shall apply:

Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful

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Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the

County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

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ELEVATOR MAINTENANCE SERVICES FOR OTIS ELEVATOR EQUIPMENT

2.1 PURPOSE: TO PURCHASE SERVICES

The purpose of this Invitation to Bid is to purchase Elevator Related Equipment Maintenance Services, Repair and Modernization as specified herein from a source(s) of supply that will give prompt and efficient service.

2.2 INTENTIONALLY OMITTED

2.3 INTENTIONALLY OMITTED

2.4 TERM OF CONTRACT: FIVE (5) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, unless otherwise stipulated in the Notice of Award Letter, which is distributed, by the County's Department of Procurement Management, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years, except as may be determined by exercising the option to renew, and or exercising the long-term option outlined in paragraphs 2.5 and 2.5a, respectively, and upon completion of the expressed and/or implied warranty period.

2.5 OPTION TO RENEW FOR THREE (3) ADDITIONAL FIVE (5) YEAR PERIODS (With Annual Price Adjustments)

The prices for a one (1) year period from effective date shall be fixed. After this initial one (1) year period, Miami-Dade County shall have the option to adjust prices, for an additional four (4) years on a year-to-year basis. At the anniversary of each five (5) year period, the County reserves the option of renewing for an additional five (5) year period, not to exceed a total of 20 years, with price adjustments as herein specified. Miami-Dade County will consider adjustments to price based on:

1. Labor Component of the Contract Price based on the current Labor Rate published by the Elevator Contractors of America, Inc. (E.C.A.) for International Union of Elevator Constructors, Local #71, Miami, Florida.
2. Materials Components of the Contract Price is based on the Producer Price Index, Commodity Code #10; Metals and Metal Products.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidder based on such price adjustments. Continuation of the contract beyond the initial period is a County prerogative; not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

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In the event that the bidder declines the County's right to exercise the option period, the County will consider the successful bidder in default and affect its eligibility for future contracts.

NOTE: SHOULD THE COUNTY EXERCISE THE OPTION TO RENEW, IT SHALL BE ONLY FOR THOSE ITEMS ORIGINALLY AWARDED, AND THOSE ITEMS ADDED BY ADDENDA.

The County, at its sole discretion, may consider adjustments to the Material and Labor Components for each year of the option periods based on whichever is less: (i) the percent change of the rate used in paragraphs "A" and "B" above, at the time the County considers price adjustments, or (ii) the combined components (Materials and Labor) net change of not greater than six percent (6%) after the first year, and for each subsequent year.

The County reserves the right, for any using agency to withdraw the entire agency from the contract, or any option to renew period, or extension period, at the anniversary (completion) of the first year or anniversary (completion) of any subsequent option to renew contract period. The withdrawal may be for any reason, including covering the equipment under a separate contract.

2.5a LONG TERM CONTRACT DISCOUNT OPTION

Miami-Dade County may entertain the option of a long-term contract, with discounts for the longer term offered by the successful bidder, as indicated on the bid proposal form. The term selected by the County and approved by the Board of County Commissioners, will be stipulated in the Notice of Award Letter, which is distributed, by the County's Department of Procurement Management, Bids and Contracts Division. The maximum term shall not exceed 20 years. The County reserves the right to terminate the contract, prior to the full maturity date, within the normal terms and conditions of this agreement, as outlined in other parts of this bid specification, with the provision that the County will refund to the vendor the discounted amounts taken, except in the event of termination of the contract for cause. In the case of milestones achieved (5, 10, 15 years), the County will refund to the contractor the unearned portion of the discount offered, except if terminated for cause.

As an example, the milestones are in five year increments; if the contractor quotes a 2% discount for five years, 6% for 10 years, 9% for 15 years and 12% for 20 years, and the County chooses to retire the contract early after 16 years, and the county has taken the full 20 year discount with each payment, then the County under this clause would be obligated to pay the 3% differential (12% minus 9%) back to the contractor, for each of the sixteen years.

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2.6 INTENTIONALLY OMITTED

2.7 PRICES SHALL BE FIXED AND FIRM FOR THE INITIAL ONE (1) YEAR

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of contract.

2.8 EXAMINATION OF SITE (RECOMMENDED)

Prior to submitting its proposal it is advisable that the bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The bidder is also advised to examine carefully the drawings and specifications and to become thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointment and for any additional information required regarding the specifications and requirements of this bid contact Michael Chavez at 305/375-3912 for appointment.

2.9 INTENTIONALLY OMITTED

2.10 INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE - (18) ELEVATOR SERVICE & MAINTENANCE CONTRACT

The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to Bid Section, Miami-Dade County, c/o Procurement Management Division, 111 NW Sit Street., Suite 2350, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440
- B. Public Liability Insurance on a comprehensive basis including contractual liability, products and completed operations, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals which most nearly reflect the operations of the vendor.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class " as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

2.12 INTENTIONALLY OMITTED

2.13 INTENTIONALLY OMITTED

2.14 CERTIFICATE OF COMPETENCY:

In accordance with the Code of Metropolitan Dade County, Florida, Section 10-3 (B), any person, firm, corporation or joint venture who shall bid or proffer a bid shall, at the time of such bid or proffer of bid, hold a valid Certificate of Competency for Elevator Maintenance Services work issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this Bid Solicitation and will be performed by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Bidder's proposal; provided, however, that the County may at its sole option and in its best interest allow the Bidder to supply the Certificate to the County during the bid evaluation period.

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2.15 METHOD OF PAYMENT: MONTHLY INVOICES FOR MAINTENANCE AND ITEMIZED INVOICES FOR EMERGENCY AND ADDITIONAL WORK

The successful Bidder(s) shall submit monthly invoices which reflects appropriate purchase order number and work location by the tenth (10) calendar day of each month. These invoices shall be submitted to the County using department(s) that requested the service through a purchase order. The invoices shall reflect standard service specified in the contract and provided to the County in the prior month. In addition, the successful Bidder shall submit a separate invoice to the County department that has requested emergency or additional service not specified in the contract. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the emergency or additional service. The invoice for emergency or additional service shall itemize all costs of labor (hours worked and labor rate) and materials, in addition to a full description of the work performed.

Failure to comply with the above requirement will result in return of invoices, delay of payment and/or compensation. The County may levy a 10% surcharge of the total invoice to recover administrative costs for the additional burden of processing an incorrect invoice.

METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETE FOR MODERNIZATION WORK:

The County shall provide partial payments for work completed by the successful bidder during various phases of the work assignment. The bidder shall provide fully documented invoices which indicate the appropriate purchase order number, the service location(s) and the time and materials provided to the County using department(s) that requested the work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the completed phase of the work assignment.

The percentage or component of completed work which corresponds to the acceptable payment schedule shall be as follows:

- * 30% delivery of equipment to job site.
- * 30% when half (1/2) of work is completed.
- * 30% when work is completed.
- * 10% retainage held for sixty (60) days following completion of work.

COMPLETION OF WORK FROM DATE OF NOTICE TO PROCEED (FOR MODERNIZATION ONLY):

The Bidder shall state in its proposal the number of calendar days from the date of the Notice To Proceed in which it will guarantee to complete the work, repair, and/or service. A verbal instruction from an authorized County representative shall constitute sufficient notice to the vendor to commence work. Time for completion may be considered a factor

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in determining the successful bidder. The completion date shall not exceed three hundred sixty-five (365) days of Notice to Proceed.

All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the successful bidder(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the original completion date so that a revised completion date can be negotiated.

Should the bidder(s) to whom the contract(s) is awarded fail to complete the work within the number of days as stated in its proposal, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the bidder and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the bidder for work which was completed and found acceptable to the County in accordance with the bid specifications. In addition, the County may, at its option, request payment from the bidder, through an invoice or credit memo, for any additional costs over and beyond the original bid price which were incurred by the County as a result of having to secure the services of another vendor. If the bidder fails to honor this invoice or credit memo, the County may suspend the bidder from submitting bid proposals on County contracts for a minimum period of six (6) months.

2.16 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at the various Department's.

2.17 DELIVERY LOCATIONS AND HOURS SPECIFIED

The Bidder shall deliver items to the following County facilities during the prescribed hours: 8:00 AM to 5:00 PM.

2.18 BACK ORDERS SHALL NOT BE ALLOWED

The County shall not accept any back orders of deliveries from the bidder. Accordingly, the bidder is required to deliver all items to the County within the time specified in this solicitation; and no grace period shall be honored. In the event that the bidder fails to deliver the goods within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the bidder for any re-procurement costs.

2.19 WARRANTY SHALL BE ONE YEAR FROM DATE OF ACCEPTANCE

A. Type of Warranty Coverage Required (applies to modernization only)

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In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. Correcting Defects Covered Under Warranty

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within five (5) calendar days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within fourteen (14) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

GUARANTEE AGAINST DEFECTS SHALL BE THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS

The bidder shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of three hundred sixty-five (364) calendar days after date of acceptance of the labor, material and/or equipment by the County. The bidder shall promptly correct these deficiencies, without cost to the County, within five (5) calendar days after the County notifies the bidder of such deficiencies in writing. Payment in full for the work does not constitute a waiver of guarantee.

2.20 CONTACT PERSONS:

For any additional information regarding the specifications and requirements of this contract, Contact: Robin Dellavecchia at 305/375-4263.

2.21 COUNTY USER ACCESS PROGRAM (UAP) (NOT APPLICABLE TO AVIATION DEPARTMENT)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this

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solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph _____ of this contract solicitation and the resulting contract.

2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY:

The products shall be maintained and delivered to the County in excellent condition. If a product does not meet specifications, it will be returned to the bidder as exchange for suitable merchandise or for full credit at no additional cost to the County.

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2.23 ACCIDENT PREVENTION AND BARRICADES:

Precautions shall be exercised at all times for the protection of persons and property. All Contractors and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Note: Any Violation of required safety standards including failure to barricade will result in the following sanctions imposed by the Contract Administrator:

- 1st. Offense: Warning to company and removal of responsible employee from County Facilities.
- 2nd. Offense: Up to \$10,000.00 fine imposed on company and removal of responsible employee from County facilities.
- 3rd. Offense: Cancellation of contract or a fine up to equivalent to double the annual contract amount.

2.24 ACCIDENT PREVENTION AND REGULATIONS AT THE AVIATION DEPARTMENT

All operations at the Miami-Dade Aviation Department (MDAD) are under the direct control of the Aviation Department and the Federal Aviation Administration. Special regulations apply to all personnel working at these facilities. Bidders shall familiarize themselves with and abide by all applicable laws and regulations at all airports. Bidder's personnel will be required to obtain Aviation Department identification cards prior to commencing work and will be subject to extensive background check prior to issuance of the card. The employer will be required to issue a written request for each employee.

MDAD IDENTIFICATION BADGES - AIRPORT OPERATIONS AREA SECURITY

- 1. No Contractor or his employees shall commence any work at MDAD Airports without first obtaining a MDAD Authorized Identification Badge from Landside Operations.
- 2. All Supervisors or Foremen shall secure a Photo Identification Badge and all other workmen shall secure a Non-Photo Identification Badge.
- 3. A Supervisor or Foremen with a Photo-Identification shall be present on the job site at all times during the work.
- 4. All badges shall be worn on outer garments so as to be clearly visible.
- 5. All badges shall be returned to Landside Operations upon completion of the project.

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A.O.A. SECURITY TRAINING

Before a photo identification badge is issued, the individual requesting the badge must attend the Security Identification Display Area (SIDA) training provided by MDAD Operations Division. SIDA training is regularly provided by MDAD Landside Operations Division.

ESCORT AT AIRCRAFT OPERATING AREA

When performing work at the MDAD, the successful bidder shall report to the Aviation Department's Maintenance Division Building No. 3025 and be directed to the contractors access gate and then will be escorted to and from each area of work that traverses the aircraft operating area. The Department shall monitor the placement of the bidder's equipment at each location. Upon completion of the work, the bidder shall call the Maintenance Office to arrange for inspection and escort out of the aircraft operating area. Any violations of this section by the bidder shall result in immediate cancellation of this Contract.

- A. All drivers of motor vehicles who wish to drive on the Airport Operations Area (AOA) must first have a valid, current appropriate Florida Drivers License or other State License authorized to drive in the State of Florida.
- B. Any authorized driver of a motor vehicle shall have a MDAD Identification Badge before entry will be permitted to the AOA.
- C. A driver with a Non-Photo I.D. Badge issued by Landside, must secure a AOA escort before being allowed to drive on the ramp.
- D. A driver with a Photo I.D. Badge shall be allowed to drive on the AOA only after attending and successfully completing the AOA Driver Training Course. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of drivers license.

CONTRACTOR RAMP PERMITS

- A. No vehicle will be permitted entry to the AOA without a Ramp Permit obtained from the AOA Division.
- B. The vehicle shall be clearly marked with the Company name and logo.
- C. The vehicle may only enter the AOA through designated DCAD Guard Gates.
- D. The vehicle shall have automobile liability insurance in the amount specified in Section 2 of these Specifications. Proof of such insurance shall be provided to DCAD Airside Operations Division upon request.

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- E. Vehicles delivering materials to the site will be given temporary passes at the appropriate Guard Gate; such vehicles shall not be permitted to operate within the AOA without DCAD Escort to be provided by DCAD's Operations Division. To obtain an Escort, the Contractor shall notify DCAD Airside Operations Division 24 hours in advance of such need. These passes shall be surrendered upon leaving the AOA. All vehicles shall be marked with the Company name to ensure positive identification while on the AOA.

AOA - Right of Search

It is understood that the Department has a strong interest in maintaining good Airport Security and intends to implement increased security measures for companies having access to the AOA of the Airport.

The Contractor agrees that its vehicles, cargo, goods, and other personal property are subject to being searched when attempting to enter, leave or be on the AOA. The Contractor further agrees, when required by the Department, that it shall not authorize any employee requiring regular access to the AOA as part of his regular duties, to enter the AOA, unless and until such employee has executed a written Consent To Search form acceptable to the Department. Persons not executing such Consent To Search form shall not be employed by the Contractor for any project.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Contractor or Sub-Contractor from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before a designated representative of the Department within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Contractor acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities.

2.25 BACKGROUND CHECK:

The bidders are advised that the County may require all employees to undergo a background check, suitable for access permission in risk subject facilities, such as the Airport, Seaport, County courthouses, police stations, State Attorney's office complex and the like, prior to receiving clearance to work therein, as may be determined by the County. In order to avoid conflicts, any employee who knowingly cannot pass a background check of this nature, conducted by the County, will not be permitted in or on any County facility, as a representative of the bidder or contractor. Employees who have been checked and cannot be permitted in those facilities will be brought to the attention

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of the official representative of the bidder or contractor.

Employees of the bidders or contractor, who have been arrested, charged or have injunctions or pending cases against them, are not permitted in any Courthouse, State Attorney office, Police Station or other such sensitive location, as an unescorted representative of the bidder or contractor, whether they have been previously cleared or not.

2.26 ACCIDENT PREVENTION AND REGULATIONS AT THE SEAPORT DEPARTMENT

All operations at the County's Seaport Department are under the direct control of Seaport Department personnel. Interference with vessels and vehicular traffic must be kept to a minimum. Ship berthing areas and roadways shall not be closed or opened by or for the Bidder unless express permission is given to the Bidder by the Seaport Engineer. The Bidder shall plan the scheduling of its work in collaboration with the Engineer in order to insure safety for and, minimum hindrance to, port operations. All equipment shall be withdrawn from work areas at the end of the work day in order to eliminate immediate or potential hazard to traffic and facilities. Materials stored at the Seaport by the Bidder shall be serviced in a manner that minimizes any obstruction to water and ground traffic. All equipment and stored materials shall be marked by barriers with flashing lights at no additional cost to the County. The Bidder shall exercise careful control during all phases of the work to prevent damage to Seaport utilities; including, but not limited to, overhead lights and buried cables. Before commencing work in any given area, the Bidder, working in conjunction with the Engineer and the Dade County Seaport Department Maintenance Staff, shall endeavor to locate any possible utility conflicts. Should the Bidder damage any Seaport utility through negligence, it shall promptly repair the damage at its own expense.

2.27 ADDITIONAL FACILITIES MAY BE ADDED:

Although this Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. Successful bidder(s) under this contract shall be invited to submit price quotes for these new facilities. If these quotes are comparable with prices offered for similar services, the award(s) shall be made to the lowest responsible bidder(s) meeting specifications in the best interest of the County and a separate purchase order shall be issued by the County. Notwithstanding, the successful bidder does not have an exclusive right to these additional sites. The County may determine to obtain price quotes for the additional facilities from other bidders in the event the County does not find the price quotes comparable.

2.28 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and

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purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County which identifies the requirements of the additional County department(s) or agency(ies).

2.29 CLEAN-UP:

All unusable materials and debris shall be removed from the premises. At completion, the successful bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Department Project Manager.

2.30 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL DOLLARS

Since some of the goods, services, and/or equipment that will be acquired under this bid solicitation may be purchased, in part or in whole, with federal dollars, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 4 of the United States Code, which addresses Affirmative Action requirements for handicapped workers, is incorporated into this bid by reference.

2.31 COMPLIANCE WITH FEDERAL STANDARDS:

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.32 CONFLICTS WITHIN THE CONTRACT DOCUMENTS:

In the event of conflict with the Contract Documents, the items stated in the following paragraphs shall govern:

- A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified.
- B. Drawings and specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings as herein specified, or vice-versa, it shall be executed the same as shown and contained in both at no extra cost to the County. Should anything be omitted from the drawings and specification necessary for the proper construction of the work herein specified, or should any error or disagreement between the specifications and drawing exist or appear to exist, the bidder shall not avail himself of such manifestly unintentional error or omission, but must have same explained or adjusted by the Department Project Manager before proceeding with the work in question.

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2.33 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER: (Applies to Modernization Work Only)

The successful Bidder shall promptly correct all deficiencies and/or defects in work and/or any work that fails to conform to the Contract Documents; whether or not fabricated, installed or completed. All corrections shall be made within two (2) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Bidder by the County's Project Administrator. The Bidder shall bear all costs of correcting such rejected work. If the Bidder fails to correct the work within the period specified, the County may, at its discretion, notify the Bidder, in writing, that the Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Bidder fails to correct the work within the period specified in the notice, the County shall place the Bidder on default, obtain the services of another vendor to correct the deficiencies, and charge the Bidder for these costs; either through a deduction from the final payment owed to the Bidder or through invoicing.

2.34 DELETION OF FACILITIES

Although this Solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period; upon fourteen (14) calendar days written notice to the successful bidder.

2.35 DEMURRAGE CHARGES WILL NOT BE ALLOWED

The County shall not incur separate demurrage charges from bidders who supply containers on an interim basis to the County in conjunction with this bid. Any rental or demurrage costs for such containers that are normally charged by the bidder must be reflected in the unit prices offered by the bidder.

2.36 EMERGENCY SERVICE:

The successful bidder shall provide 24 hours, 7 days a week Emergency Service to the County under the contract. During regular working hours (Monday through Friday, 8:00 A.M. to 5:00 P.M.) Emergency Service response time shall be within one (1) hours after notification by the County. During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the County.

2.37 EQUIPMENT SHALL BE MOST RECENT MODEL AVAILABLE: (Applies only to modernization work)

The equipment being offered by the Bidder shall be the most recent model available. Any optional components which are required in accordance with the Bid Specifications shall be considered standard equipment for purposes of this solicitation. Demonstrator models will not be accepted. Omission of any essential detail from these specifications

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does not relieve the vendor from furnishing a complete unit. The unit shall conform to all applicable O.S.H.A., State, and Federal safety requirements. All components, including but not limited to assists, wiring, accessory mountings, parts, connectors and adjustments, are to be in accordance with current S.A.E. standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with or exceeding industry standards.

2.38 FURNISH AND INSTALL REQUIREMENTS:

These specifications describe the various functions and classes of work required as necessary for the completion of the project. Any technical omissions of functions or classes within the sections of these specifications shall not relieve the bidder from furnishing, installing or performing such work where required to the satisfactory completion of the project.

2.39 FURNISH AND SET IN PLACE REQUIREMENTS

The successful bidder shall be required to furnish the materials or products identified in these bid specifications as well as to set in place or install materials or products at the facility designated by the County. The successful bidder shall also be required to provide adequate training to County personnel on the appropriate use of the materials or products if necessary.

2.40 HOURLY RATE:

The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. If overtime is allowable under this Bid, it will be covered under a separate item in the special clauses.

2.41 INFORMATION SHEETS SHOULD BE SUBMITTED FOR EACH ITEM PROPOSED (FOR MODERNIZATION ONLY):

The Bid Proposal should be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) for each item proposed by the bidder. Failure to meet this requirement may result in the bid being rejected. Decision of the County as to quality of the product based on submission of the information sheets shall be final.

2.42 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER

Unless otherwise provided in Section 3 of this Solicitation entitled "Technical Specifications", the Bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical

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specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

2.43 LICENSES FOR TRADES:

In accordance with the provisions of Metropolitan Dade County's Charter, professional contractors performing services in/or for Metro Dade County must show that they have been duly licensed by the Qualifications Board of the above mentioned, prior to being awarded a contract by the County. All journeyman supplied to perform services in/and for Metropolitan Dade County must be licensed by the Dade County Building and Zoning Department, and carry their certification card when supplying services to the same.

2.44 LICENSES, PERMITS AND FEES:

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the bidder for failure to obtain required licenses, permits or fines shall be borne by the bidder.

2.45 LIMITED CONTRACT EXTENSION

Any specific work assignment which commences prior to the termination date of this contract and which will extend beyond the termination date shall, unless terminated by mutual written agreement by both parties, continue until completion at the same prices, terms and conditions as set forth herein.

2.46 LOCAL OFFICE SHALL BE AVAILABLE

The Bidder shall maintain an office within the geographic boundaries of Dade or Broward Counties, Florida. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

2.47 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this Bid shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Bidder are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the Bidder at the Bidder's expense or (2) require the Bidder to replace the materials at the Bidder's expense.

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2.48 MINIMUM WAGES BASED ON FEDERAL LAW

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the bidder for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work in Dade County Florida, as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division.

2.49 INTENTIONALLY OMITTED

2.50 MANUFACTURER'S CATALOGUES - BROCHURES (FOR MODERNIZATION ONLY)

The product(s) requested in this bid may be other than the standard product offered by available manufacturers. All supporting documentation submitted by the bidder must meet the required specifications, including, but not limited to standard manufacturer's information sheets, catalogues, and brochures. Where standard product literature is submitted with the bid and offers information that does not comply with the specifications the bidder must state on their company stationary the differences between

their bid specifications. Bids submitted indicating standard product literature without the letter explaining compliance will result in the bid being rejected for not meeting the specifications.

2.51 PATENTS AND ROYALTIES:

The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the bidder. The bidder has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by bidder or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Bidder may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

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2.52 PRE-CONSTRUCTION CONFERENCE: (FOR MODERNIZATION ONLY)

The successful bidder(s) shall be required to conduct a Pre-Construction Conference for four (4) County officials designated to represent the County prior to the manufacturing or assembly of the equipment which is specified in this bid solicitation. The bidder may select the location of this construction conference. Any costs incurred by these County officials in conjunction with the pre-construction conference shall be borne by the County.

"Multiple members of individual community councils may be present."

2.53 PRE-PRODUCTION SAMPLES: (FOR MODERNIZATION ONLY)

The successful bidder shall furnish pre-production samples for approval by a County representative before notice to complete delivery is given. The pre-production sample shall be furnished within four (4) weeks after notification of award.

2.54 PRODUCTION INSPECTION BY THE COUNTY: (FOR MODERNIZATION ONLY)

The successful bidder is required to conduct on-site production inspections at times which are mutually convenient to the bidder and the County's officials and shall be performed prior to the final assembly of the equipment in order to evaluate the placement of controls, structural changes and general construction techniques. The bidder shall provide reasonable notice to the County prior to the scheduling of these on-site production inspections.

The County reserves the right to require modifications to the equipment if such modifications are necessary in order to bring the equipment into compliance with the bid specifications or the bidder's proposal.

2.55 PURCHASE OF OTHER ITEMS NOT LISTED ON THIS BID SOLICITATION BASED ON PRICE QUOTES

While the County has listed all major items on the bid solicitation which are utilized by County departments in conjunction with its operations, there may be ancillary items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation.

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2.56 RELEASE OF CLAIM REQUIRED (FOR MODERNIZATION ONLY)

Pursuant to Florida Statute 255.05 and Metropolitan Dade County Code Section 10-35, all payments to the bidder's subcontractors shall be made within ten (10) days of receipt of the draw by the bidder. With the exception of the first draw, the bidder must pay all of its subcontractors and suppliers who have performed any work or supplied any materials for the project within ten (10) days after receipt of the draw by the bidder for monies due it as a result of a percentage of the work completed. The bidder must provide the County's project manager with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous draws. In the event such affidavits cannot be furnished, the bidder may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the bidder fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

2.57 REPAIRS AND PARTS MANUALS TO BE PROVIDED: (FOR MODERNIZATION ONLY)

The successful Bidder shall supply the County with a minimum of four (4) comprehensive repairs and parts manuals which identify the component parts and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this bid solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

2.58 SERVICE FACILITIES SHALL BE PROVIDED BY BIDDER IN DADE COUNTY

Bids will only be accepted from bidders which have service facilities located in Dade County, Florida which can provide parts and repairs.

2.59 SERVICE TO EQUIPMENT SHALL BE REQUIRED BY BIDDER

While, part of this Solicitation is for the acquisition of equipment, the County requires Bidders to provide a fixed hourly labor rate and a cost plus mark-up charge for parts, materials and supplies that will be provided for a period of one year after installation and/or acceptance of the equipment. This service must be performed within a geographic area of at the Bidder's facilities in order to be considered. This offer shall be stated in the Bid Proposal Form. If this offer is not stated in the Bid Proposal, the Proposal shall be considered non-responsive and ineligible for award. The County reserves the right to accept or reject this offer. If the County accepts this offer it shall be understood that the Bidder agrees to enter into a contract for parts and repairs which are required in

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conjunction with this equipment acquisition. This Contract shall be in effect for the life of the equipment and shall be renewable on an annual interval at the sole option of the County. The parts and labor prices offered by the Bidder during the first year may be adjusted in subsequent years on an annual basis based on . If the County rejects this offer it shall be understood and agreed that the County can obtain these parts and repairs from another source of supply. offered by the Bidder when determining the lowest responsive, responsible Bidder.

2.60 SUB-CONTRACTORS OF WORK SHALL BE IDENTIFIED

IMPORTANT NOTE: THIS REQUIREMENT IS SEPARATE AND INDEPENDENT FROM BBE REQUIREMENTS AS MAY BE STATED IN PARAGRAPH 2.3

As part of its Bid Proposal, the Bidder is required to identify any and all Subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the Subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the County when making the award in the best interest of

the County. If the bidder fails to identify any and all sub-contractors in the Bid Proposal, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County.

2.61 SUPPLIERS OF MATERIALS/PRODUCTS SHALL BE IDENTIFIED

If the Bidder shall be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this Bid Solicitation, the Bidder shall be required to supply a copy of its contractual agreement with the supplier in its Bid Proposal form. The information contained in this contractual agreement shall include, but not be limited to: shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the bidder fails to submit this information with the Bid Proposal Form, the bidder may be allowed to submit this documentation to the County during the bid evaluation period if such action is in the best interest of the County.

2.62 TOXIC SUBSTANCES/Federal "Right to Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the successful Bidder(s) shall be required to provide two (2) complete sets

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of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

Additionally, Bidder(s) may be requested to provide Material Safety Data Sheets to the Specification Specialist during the evaluation period.

Bidders should contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center
Circle West
Tallahassee, Florida 32301-5014
Telephone: 1-800-367-4378

2.63 WAREHOUSE FACILITIES SHALL BE IN DADE COUNTY

Bids will only be accepted from bidders which have warehouse facilities located in Dade County, Florida.

The County reserves the right to perform an inspection of these warehouse facilities during the bid evaluation period and any time during the term of the contract and to use this inspection as a means for determining the lowest responsive, responsible bidder. The acceptable size, location, level of security, and functionality of the warehouse shall be determined by the County in consideration of the bid requirements in its best interest; and its decision shall be final. Bidders should contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

2.64 WORK ACCEPTANCE:

This project will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

2.65 WORK DAY DEFINED

The work day shall start at 7 A.M. and end at 5 P.M. The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the bidder and will not be reimbursed by Dade County.

2.66 RECYCLING COMPLIANCE

Metropolitan Dade County has adopted an affirmative procurement program requiring the use of waste reducing, recycled and recyclable products by County departments. The use of such products will reduce the quantity and toxicity of waste generated and will increase the overall demand for recycled and recyclable products.

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This contract is in compliance with the County recycling policy by minimizing the volume of items which are discarded and extending their useful life through proper maintenance, repair and restoration.

2.67 INTENTIONALLY OMITTED

2.68 MIAMI-DADE HOUSING AGENCY (MDHA) Section 3 Contracting Requirements (also refer to Appendix “B”)

This contract is a Section 3 covered activity (Miami-Dade Housing Agency only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very low-income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”, with the bid (see Appendix “B” and Attachment 1). An executed Plan document is the bidder’s certification that he or she will take the necessary marketing steps required, in connection with each MDHA project

Additionally, all bidders (Section 3 and non-Section 3) are required to execute and submit Document 00400 – “Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)”. Questions regarding Section 3 contract requirements may be faxed to Margaret Hall or Kimberly Green , Office of Compliance, Miami-Dade Housing Agency at (305) 643-1733.

I. GENERAL REQUIREMENTS

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations in 24 Code of Federal Regulations (CFR) Part 135, as amended by interim rule published on June 30, 1994 (59 FR 33866). (Bidders interested in receiving copy of this regulation may fax their request to Miami-Dade Housing Agency (MDHA) Office of Compliance at (305) 643-1773. Section 3 requires that, to the greatest extent feasible and consistent with Federal, State and local laws and regulations, job training, employment, and contracting opportunities be directed to low and very-low income persons. Contractors must familiarize themselves with Section 3 regulations and requirements.

This contract is also subject to federal affirmative action plan requirements, which require the contractor to take all necessary affirmative action steps to ensure small, minority and women-owned business enterprises are used *only*, if subcontracting is applicable to this contract.

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II. SECTION 3 DEFINITIONS

The term “Section 3 business” is defined as follows:

Firms owned by Miami-Dade County (M-DC) residents who meet M-DC’s low income household limits (see “Miami-Dade 2002 Income Limits”, page 2), or whose firms include 30% of these persons as full-time employees.

The term “new hires” is defined as follows:

New hires means full-time employees for permanent, temporary or seasonal employment opportunities and include, but are not necessarily limited to, all management, maintenance, clerical and administrative jobs arising in connection with the development(s) stipulated in the contract award.

The term “Section 3 Resident” is defined as follows:

A Section 3 Resident is an individual who lives in Miami-Dade County and (a) is a resident of public housing; or (b) is a resident of another federally assisted housing program (Section 8, Section 202, etc.); or is a current recipient or participant in a public assistance program (TANF, JTPA, etc.); or (c) whose family household income meets the definition of a low-or very-low income family (see no. 5, below).

The current Miami-Dade Income Limits are as follows:

| MIAMI-DADE 2002 INCOME LIMITS | | | | | | | | |
|--------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | 1 PERSON | 2 PERSON | 3 PERSON | 4 PERSON | 5 PERSON | 6 PERSON | 7 PERSON | 8 PERSON |
| Very Low Income (50%) | 16,850.00 | 19,300.00 | 21,700.00 | 24,100.00 | 26,050.00 | 27,950.00 | 29,900.00 | 31,800.00 |
| Low-Income (80%) | 27,000.00 | 30,850.00 | 34,700.00 | 38,550.00 | 41,650.00 | 44,750.00 | 47,800.00 | 50,900.00 |

III. SECTION 3 BID PREFERENCE TERMS AND REQUIREMENTS

Preference in the award of MDHA requests for quotes under this contract will be provided as follows:

1. Bids are being solicited from all businesses. If no responsive bid by a MDHA pre-certified Section 3 business meets the “X” factor, as defined below, the contract may be awarded to the lowest responsive, responsible bidder.
2. Where applicable, an award will be made to the LOWEST responsive, responsible pre-certified Section 3 business, with the highest priority ranking, as stipulated under Section III, “Section 3 Business Priority Rankings”, no. 6., page 2, if that bid:

is within the maximum total contract price established in MDHA’s budget, and is not more than “X” higher than the total bid price of the lowest responsive bid from any responsible bidder. “X” is determined as follows:

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| Bid Amount | X = Lesser of: |
|---|--|
| When the lowest responsive bid is less than \$100,000 | 10% of that bid, or \$9,000 |
| When the lowest responsive bid is: | |
| At least \$100,000, but less than \$200,000 | 9% of that bid, or \$16,000 |
| At least \$200,000, but less than \$300,000 | 8% of that bid, or \$21,000 |
| At least \$300,000, but less than \$400,000 | 7% of that bid, or \$24,000 |
| At least \$400,000, but less than \$500,000 | 6% of that bid, or \$25,000 |
| At least \$500,000, but less than \$1 million | 5% of that bid, or \$40,000 |
| At least \$1 million, but less than \$2 million | 4% of that bid, or \$60,000 |
| At least \$2 million, but less than \$4 million | 3% of that bid, or \$80,000 |
| At least \$4 million, but less than \$7 million | 2% of that bid, or \$105,000 |
| \$7 million or more | 1 and ½ % of that bid, with no dollar limit |

3. For information on how to become a MDHA-certified Section 3 business, *fax*, MDHA Office of Compliance, at **(305) 643-1773**.
4. **In order for bidder to qualify for a Section 3 contracting preference**, bidder must be pre-certified by MDHA as a Section 3 business, at least two weeks prior to the bid opening date, and submit ***Document 00200-B, “ Section 3 Business Preference Claim”*** (Attachment 4) with bid quote.
5. Section 3 businesses are required to comply with procedures listed under Section IV, “Section 3 Required Documents To Be Submitted With Each MDHA Bid (When Subcontracting Is Not Applicable)”, page 3, and Section VI “Section 3 Required Contractor and Subcontractor Post-Award Procedures (MDHA Projects Only)”, pages 3 and 4.
6. **SECTION 3 BUSINESS PRIORITY RANKINGS:** (The highest priority ranking (PR) is #1.)
 - PR#1:** 51% or more owned by MDHA public housing residents, **or** who’s full-time, permanent work force includes 30 percent of these persons as employees (**Category 1 Businesses**);
 - PR#2:** Business owners who are or were participants (within last three years) in HUD Youth build programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc., at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 Businesses**);
 - PR#3:** 51% or more owned by residents of a federally assisted housing program, such as Section 8, Section 202, HOME, etc., **or** whose full-time, permanent work force includes no less than 30 percent of those persons as employees (**Category 3 Businesses**);
 - PR#4:** a) 51 percent or more owned by low or very low-income persons who reside in Miami-Dade County; **or** whose permanent, full-time work force includes no less than 30 percent of low-income Miami-Dade County persons as employees, including persons that are not currently low or very low-income persons but were low or very- low-income persons, as long as the date of first employment with the business concern has not exceeded a

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period of three years (see Section II. no. 4", for current Miami-Dade low and very-low income limits); or

b) Provide evidence of a commitment to subcontract in excess of 25 percent of the total amount of subcontracts to be awarded to business concerns identified under Priority # 1 (category 1 businesses only (PR#4 a and b above are **Category 4 Businesses**).

IV. SECTION 3 REQUIRED DOCUMENTS TO BE SUBMITTED WITH EACH MDHA BID (WHEN SUBCONTRACTING IS NOT APPLICABLE)

This contract is a Section 3 covered activity (Miami-Dade Housing Agency (MDHA) only). Section 3 requires that job training, employment and contracting opportunities be directed toward low and very-low income persons and to businesses that provide economic opportunities to those persons.

All bidders are required to execute and submit Document 00400, "Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)", with the bid (see Appendix "B", and Attachment 1). An executed Plan document is the bidder's certification that he or she will take all necessary affirmative marketing steps required, in connection with MDHA project award, to (a) meet Section 3 training and employment goals, where feasible, when filling vacant or new positions resulting from MDHA awards, and also seek to recruit qualified minorities and women to fill vacant or new positions resulting from MDHA awards. b) meet Section 3 subcontract goals and ensure small minority and women subcontractors are used (where applicable is permitted).

V. SECTION 3 OPTIONAL DOCUMENT (TO BE SUBMITTED WITH BID)

Bidders who wish to claim a Section 3 bid preference, are required to submit *Document 00200, "Section 3 Business Preference Claim"* (Attachment 2), with the bid (see Section II., Section 3 Bid Preference Terms and Requirements, page 2). Only bidders who have been pre-certified by MDHA as a Section 3 business shall be eligible to claim a Section 3 business preference.

VI. SECTION 3 POST-AWARD PROCEDURES (MDHA PROJECTS ONLY)

1. The contractor must submit required MDHA post-award forms (presented at a MDHA post-award meeting), during the performance of the contract in the frequency and format requested by MDHA.
2. Contractor will be required to submit documentation to MDHA of efforts and results made to train and employ Section 3 residents (resulting from MDHA awards only) in accordance with his or her Plan during the performance of the contract in the format and frequency required by MDHA.
3. Contractor, including any Section 3, small, minority or women-owned business concern awarded work through this MDHA project, must commit to train and employ qualified Section 3 residents (only where vacant or new positions exist in connection with this award) to the greatest extent feasible, not less than **30% of the**

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total number of new hires, but no less than one, whichever is greater, within their labor force during the term of the contract, in the priority order indicated under Section VII, “Section 3 Resident Priority Order for Training and Employment Opportunities”, no.8, below.

4. Contractor is also required to undertake efforts to hire public housing, Section 8 and other Section 3 residents (only where vacant or new positions exist in connection with this award), in part-time positions, for permanent, temporary, or seasonal employment.
5. In addition to nos. 1 and 2 above, contractors must solicit to all minorities and women when filling vacant or new full-time or part-time positions generated through MDHA projects.
6. Contractor must explain to all job applicants how to claim a Section 3 preference (using MDHA forms provided at each pre-construction meeting) and show them the Miami-Dade income chart, included under Section II, page 1.
7. When there is a need for new hires, contractor must include Section 3 preference language in job news ads, flyers, and community notice. Notices must be placed at the site where work is to take place and in the surrounding community.
8. When there is a need for new hires resulting from MDHA awards, contractor must carry out recruitment in accordance with the training and employment recruitment requirements listed in Contractor’s Plan (see Document 00400, Attachment 1).

VII. SECTION 3 RESIDENT PRIORITY ORDER FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

1. MDHA public housing residents (**Category 1 residents**);
2. Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or Fax (305) 373-9922 (**Category 2 residents**);
3. Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as J.T.P.A., etc. (**Category 3 residents**); or
4. Other individuals who reside in Miami-Dade County, and meet the definition of a low, or very low-income person, as defined, in the current Miami-Dade Income limits (**Category 4 residents**).

VIII. WELFARE-TO-WORK TAX INCENTIVE AND WORK OPPORTUNITY TAX CREDIT PROGRAM

For information and application assistance, contact Freyda Hyman, Center Director of Business Service Center, South Florida Workforce, at (786) 265-9163, ext. 241 **or** Bureau of Operations, 1320 Executive Center Drive, Tallahassee, FL 32399-0667.

IX. SECTION 3 CLAUSE

The *Section 3 Clause* (page 5), also found at Section 3 regulation, 24 CFR Part 135, p.135.38, must be included in all Section 3 covered contracts. The contractor and

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subcontractors (where applicable) will be bound by its provisions and the *Clause* and must be included in all subcontractor agreements.

SECTION 3 CLAUSE

- a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d) The contractor agrees to include this Section 3 clause in every subcontract subject to be in compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed; and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 2
SPECIAL CONDITIONS

ATTACHMENT 1

DOCUMENT 00400

Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

Firm Name _____ Contact Name _____

The individual above, (consultant), is responsible for planning, implementing and tracking firm's Section 3 (S-3) and affirmative marketing training, employment and contracting goals applicable to Miami-Dade Housing Agency (MDHA) projects and must comply with United States Housing and Urban Development's (USHUD) S-3 regulation at 24 CFR Part 135 (*fax MDHA (305) 643-1773 to obtain a copy*).

Recruitment Procedures Required to Fill Vacant or New Contractor or Consultant or Subcontractor Positions (only if subcontracting is permitted) resulting from all MDHA Project Awards

1. Fax (305) 644-5113, MDHA Resident & Economic Development, for employment referrals from public housing, Section 8 and other housing program recipients, and low-income persons, minorities and women.
2. Advertise at job site and surrounding neighborhood for targeted workers (see #1 above) and use *Document 00404, "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices & flyers.
3. Schedule a time and place convenient for public housing, other S-3 residents (listed under no. 1 above), minorities and women to complete job applications.
4. Contact David Tate, YWCA of Greater Miami, Inc. at (305) 377-9922, or fax (305) 373-9922, for HUD Youthbuild employment referrals.
5. Send notices about S-3 training and employment obligations and opportunities required for Miami-Dade Housing Agency projects to labor organizations, where applicable (review *Section 3 Clause*).
6. Present *Document 00401, "Section 3 Resident Preference Claim Form"* to all job applicants, explaining S-3 residents will receive preference in the recruitment process, if they meet minimum job eligibility criteria.
7. Ensure applicants that claim a S-3 preference provide proof as described in Document 00401, or complete *Document 00402, "Section 3 Resident or Employee Household Income Certification Form"* (Public housing residents must receive the highest preference points during the interview/selection process.)
8. Consultant and subconsultants are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with MDHA projects; (b) use *Document 00403, "Training & Employment Outreach Documentation"* form to document agency referral responses, and (c) produce evidence of recruitment efforts to MDHA as requested.
9. Consultant is responsible for collection of subconsultant(s) training and employment documentation outreach efforts (described under no. 8), new hire reports (required) and weekly employment forms (only when subconsultant(s) hire workers for vacant or new positions in connection with MDHA awards).

Forms described above, under nos. 2 and 6-8, are post-award forms, applicable to successful MDHA bidder only, and will be distributed at each pre-construction meeting (*fax MDHA (305) 643-1773 to obtain copies*).

**Contractor's Recruitment of Section 3, Small, Minority and Women-Owned Businesses (Solicitation Requirements
Applicable only on Projects which permit Subcontracting)**

Consultant will follow Plan's affirmative marketing steps for each MDHA award, when he or she subcontracts work, to award a minimum goal of 10% of the overall award amount to S-3 businesses, where feasible, and ensure small, minority and women-owned businesses are used (definitions of a S-3 business and a small, minority and/or women-owned business may overlap, permitting S-3 and affirmative marketing goals in these awards to be simultaneously met). Consultants who subcontract work are required to provide MDHA with a written explanation if the S-3 minimum subcontracting goal is not met.

Consultant shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to MDHA when requested.

DOCUMENT REQUIRED WITH BID

SECTION 2
SPECIAL CONDITIONS

ATTACHMENT 1
DOCUMENT 00400

1. Refer any interested subconsultants that may meet the criteria to become a certified S-3 business to *MDHA Office of Compliance* (Compliance) for S-3 business application assistance.
2. Fax (305)-643-1773, *Compliance*, for current MDHA S-3 business lists and solicit to firms on these lists.
3. Contact *Department of Business Development* (DBD), (305) 349-5965 or fax (305) 349-5915 to obtain lists of small, minority and/or women-owned businesses. Solicitations and awards must be made, where feasible, to various minority-owned firms, including minorities other than firm's own minority, and to women firms.
4. Advertise for S-3 subconsultants/subcontractors (subs) in construction trade journals, such as "The Dodge Reports", and post notices and distribute flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to MDHA project awards.
5. Fax, send or deliver "*Subconsultant Solicitation to Section 3, Small, Minority and Women Businesses*" form, to all prospective subconsultant firms solicited for each MDHA award.
6. Allow each subconsultant *a minimum of five business days* to respond to consultant's solicitation request. Include all "*Letters of Intent*" forms received from S-3, small, and minority, and women-owned subconsultants. Request subconsultants not interested or unavailable to bid to provide consultant with "*Certificate of Unavailability*" form.
7. Use the "*Outreach Documentation Form*" to document recruitment and follow-up with subconsultants. Make a second attempt to solicit to any S-3 firms who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, pager, e-mail, etc.
8. Consultants are required to negotiate with S-3 businesses, first and small, minority and women-owned businesses, second, if the subconsultant's bid amount would make the project infeasible.
9. Submit the following evidence to MDHA when requested (described under nos. 3-8 above and under "Contractors Recruitment of S-3, Small, Minority and Women businesses", page one, para. one). Other post-award required submittals include *Document 00430, "List of Subcontractors/Subconsultants"*, and, from consultant and its subconsultants or subcontractors, *Documents 00450, 00452 and 00453, "Estimated Workforce Breakdown", "Employee List" and "Consultant/Subconsultant Certification"*.
10. For each MDHA project award, retain documentation of outreach efforts and responses received from any organizations and subconsultants contacted for three years after project is completed.

Forms described above, under nos. 5-9, are post-award forms, applicable only if successful bidder will be subcontracting (where subcontracting is permitted) (fax MDHA (305) 643-1773 to obtain copies).

Sign and Print Firm Official's Name and Title Submission Date

Page 2 of 2

Firm Name/Address

Firm Telephone and Fax Numbers:

SECTION 2
SPECIAL CONDITIONS

ATTACHMENT 2
DOCUMENT 00200-B
SECTION 3 BUSINESS PREFERENCE CLAIM

**OPTIONAL DOCUMENT (ONLY APPLICABLE TO BIDDERS PRE-CERTIFIED BY MDHA AS A
SECTION 3 BUSINESS WHO ARE CLAIMING A PREFERENCE)**

_____ (Initial) _____ (Firm Name) was certified by MDHA as a Section 3 Business on _____ (Date). Said firm is claiming a preference for the bid, identified below.

_____ (Initial) Said firm certifies, below, with the firm president's signature, that the full-time employee composition, and the ratio of Section 3 full-time employees to non-Section 3 employees continues to be at least 30% or higher.

_____ (Initial) Said firm has attached to this form a list of any new full-time or part time employees who were not employed by said firm when firm received its Section 3 Business Certification from MDHA.

_____ (Initial) Where applicable, said firm shall attach Forms C and D (from the Section 3 Business Application) or other applicable documentation to demonstrate whether any new employees who have been hired are Section 3 individuals.

BID NUMBER _____ BID NAME _____

FIRM NAME (Please print or type) _____

PRESIDENT'S NAME (Please print or type) _____

PRESIDENT'S SIGNATURE: _____

PHONE AND FAX NUMBERS: _____

DATE: _____

**DOCUMENT REQUIRED WITH ALL BIDS WHEN S-3 CERTIFIED CONTRACTOR
ELECTS TO CLAIM A S-3 BUSINESS PREFERENCE**

SECTION 3
TECHNICAL SPECIFICATIONS

**ELEVATOR MAINTENANCE FOR OTIS ELEVATOR AND ESCALATOR
EQUIPMENT**

3.1 DEFINITIONS:

1. Contract Document consists of the agreement (acceptance of the proposal and issuance of a Purchase Order duly processed by the G.S.A. Procurement Management Division and approved by the Board of County Commissioners, Miami-Dade County, Florida), the instructions to bidders, the general and special conditions of the contract, the technical specifications, the drawings, all addenda issued prior to the execution of the contract, and all modifications thereto.
2. Project Manager is the Director of the using agency or their authorized representative.
3. Owner is Metropolitan Dade County, Florida.
4. Contracting Officer is the Director of Procurement Management Division/GSA and is authorized to exercise this agreement on behalf of Metropolitan Dade County, Florida.
5. Contractor or the successful bidder is the person or organization identified as such in the agreement to perform the specified work.
6. Contract Administrator is the Elevator Engineer and is designated to coordinate and monitor efforts of the Contractor, and is responsible for managing the contract on behalf of Miami-Dade County and has full authority to enforce compliance with the terms, conditions, provisions and specifications of this contract in conjunction with the contracting officer.
7. Elevator Engineer is the representative from the General Services Administration, 200 NW 1st Street, Suite 206, Miami, Florida 33128, (305) 375-3912.
8. The term "Elevator Equipment" is used as a group designation of all equipment described in this specification, and refers to any and/or all of the "Equipment to be Maintained" and may include any or all of the following, but not limited to: Elevators, escalators, dumbwaiters, manlifts, conveyors, cranes, traveling sidewalks, people movers, merchandise movers, wheelchair lifts, etc.
9. Critical Elevators are high speed elevators, and/or serve buildings with more than three floors, and/or have a high public traffic rate, and/or serve medical facilities. Critical elevators will be identified as such on the Bid Proposal.
10. Call-Back Service is any service call or emergency call other than regular preventive maintenance calls.
11. Regular call-back service consists of responding (within 1-hour) to requests from the County by telephone or other means during regular working hours of the elevator and/or escalator trade.

SECTION 3
TECHNICAL SPECIFICATIONS

12. Overtime call-back service consists of responding (within 2-hours) to requests from the County by telephone or other means during other than regular working hours.
13. Minor work shall generally be considered as that which can be performed within approximately two hours or less, or by one mechanic (i.e. call backs, replacement of key switches, relays, trouble shooting, etc.) not requiring engineering and supervision.
14. Major work shall generally be considered as that which must be performed by a specialized mechanic or team (mechanic & helper), i.e. repair or replacement of hoist ropes, drive motors, re-wiring of entire controllers, (not component re-wire) etc.
15. Emergency is an unexpected situation or sudden occurrence involving the covered equipment of a serious nature that demands immediate action and response by the contractor.

3.2 TECHNICAL INTENT

It is the intention of Metropolitan Dade County to purchase services as specified herein from a source(s) of supply that will give prompt and professional service to achieve full designed life-cycle of the equipment covered by this contract. Any failure of the supplier/contractor to comply with these conditions may be cause for terminating any resulting contract or imposition of a substantial liquidated damages penalty upon the contractor upon written notice by the County.

This work includes the furnishing of all materials, tools, equipment, labor, services, permits, and licenses necessary for the full maintenance and for the modernization of Elevators and/or Escalators herein specified, for Miami-Dade County.

- A. The Contractor shall furnish complete full maintenance service, except where otherwise noted, for the described units of equipment in the Dade County owned or leased buildings as named and/or located by address. See Bid Proposal Form for list of equipment to be maintained and for locations.
- B. The purpose of this contract is to put into operation a continuing system of preventive maintenance to provide necessary, systematic, periodic service and maintenance for all of the elevator(s) and/or escalator equipment listed.

3.3 PRE-MAINTENANCE INSPECTION

As Miami-Dade County intends to supply this First Class Maintenance Service to the "Equipment to be Maintained" in order to maintain said equipment always in "as new a condition" as possible, the bidder shall include a proposal for the cost of repairs and/or upgrading that is required immediately to provide safe and proper operation of the equipment.

1. For this purpose the bidder shall make a field survey of the "Equipment to be Maintained" and produce with the Proposal an Itemized List and program of corrections and or repairs to bring the equipment to that safe and proper condition. The cost of these improvements will be submitted in a separate proposal with the bid documents at the time of bid opening.

SECTION 3
TECHNICAL SPECIFICATIONS

NOTE: This does not include the natural decay of material and equipment and acts of vandalism after the contract is awarded; but includes any act of vandalism and/or natural decay that is noted and/or observed at the time of the field survey for bidding.

3.4 COMPETENCY OF BIDDER

- A. The importance of maintaining this equipment in a safe and satisfactory operating condition demands that the bidder, if other than the original manufacturer, in order to qualify, in addition to the other requirements herein provided, shall prove prior to bid to the satisfaction of the Contract Administrator that the firm has actively and normally been engaged for at least the past five (5) years in the maintenance, service, repair and replacement of materials and equipment in elevators and/or escalators of the same manufacture, capacity and control systems as those covered by this contract for those buildings having elevators doing continuous duty a minimum of ten hours a day and have four landings, or more. Failure of this equipment would jeopardize operations. In lieu of ten years, a minimum of five (5) years in business, the principals of the Bidder must submit evidence, acceptable to the County Contract Administrator, of formerly having been key management personnel or principal of another firm, with ten (10) years experience in the industry. (Critical Equipment)

NOTE: Firms that have been in business for five (5) years may bid on buildings having three landings or less where failure of the equipment would not seriously jeopardize operations, (Non-Critical Equipment).

- B. The Bidder shall show that they have available under their direct employment supervision the necessary organization and facilities to properly fulfill all the services and conditions required under these specifications. Bidder shall submit with their bid a notarized statement attesting to the following: (See Form #2)
1. That the bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past five (5) years as qualified in the above section.
 - a. The names and address of the employees in the areas responsible for this contract, their functions in the company, title and number of years of service with the bidder's firm and years of experience in the maintenance of Elevators and/or Escalators.
 - b. Each presently employed supervisor who will perform work under the contract shall have at the time of submission of bid a Certificate of Competency issued by Florida Department of Business Regulation, Division of Hotels and Restaurants, and shall renew it continuously. Each supervisor hired in the future will have such a certificate before performing work under the contract and shall renew it continuously.

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(For Critical Equipment only)

- c. A minimum of one (1) registered graduate electrical engineer and one (1) registered graduate mechanical engineer, each with at least three (3) years elevator experience, must be maintained as full-time employees of the company to assist in the solution of electrical and mechanical problems and to advise on matters pertaining to safety. List Name & Address of individual.
 - d. The present address of the main operating facilities of this organization, location of the engineering department and if any, the location of the research and development department.
 - e. Location and address of the facility that will serve this contract. This facility shall be conveniently located for proper response time to equipment being served, in accordance with paragraph 2.50.
 - f. List source of major replacement parts such as (but not limited to) rotating elements, worms and gears commutator bars, field coils, armatures for drive machines. Indicate which of the above parts are available at your facilities and the approximate length of time it would take to obtain those which are not.
2. That the Bidder's facilities are equipped with:
- a. Machine shop facilities containing a minimum of two lathes, drill press, power hack saw, milling machine and a ten ton hydraulic press. One of the lathes shall be capable of handling stock 18" X 60".
 - b. Turning tools capable of turning any hoisting machine and motor generator commutator.
 - c. Machine tools capable of turning main motor drive sheaves grooves on the machine.
 - d. Testing facilities with reversing ammeters, reversing voltmeters, and power sources capable of supplying voltages from 0 to 600 volts AC or D.C. List any other testing equipment on hand for adequate testing and analysis in case of problems and for preventive maintenance.
- In lieu of the above, the bidder may have replacement parts which would make these machines and tools unnecessary. List referenced of para. 3.4 B, 1(d) is required. A "Parts Lending" program with manufacturer(s) of Original Equipment will be satisfactory. See Section 3.0 paragraph 3.16, subparagraph C.
3. That the local facility, which must be conveniently located for rapid response time (See Definitions for Response Time) to the equipment being served, has or is equipped with spare parts as herein after specified in Section 3.16. "Parts".
4. If group supervisory control or solid state or microprocessor control systems are included in the equipment covered by these specifications bidder must have at least five (5) years experience with identical Control systems and must provide with its bid a detailed written statement of such experience, including the name of company of building serviced, name

SECTION 3
TECHNICAL SPECIFICATIONS

of representative responsible for supervising the contract for such company or building

and complete description of elevator characteristics. A letter of reference on said company or building letterhead shall be submitted with the bid. This requirement may be waived at the discretion of the County Elevator Engineer for original manufacturer(s) of said equipment.

5. That the bidder shall use only skilled, competent, trained elevator and/or escalator personnel having a minimum experience of three (3) years as an elevator and/or escalator mechanic in maintaining elevator and/or escalator systems identical to those in the specifications. (It is not necessary for all the required experience to have been acquired with the bidder's firm). The mechanic shall possess either a current Certificate of Competency as a Certified Elevator Technician, issued either by the State of Florida, Dade County. Helpers and apprentice mechanics may be used solely as an assistant, and only under the direct supervision of a certified mechanic, except as may be authorized by the contract administrator.
6. Bidder's main operating facilities are to be equipped with a motor repair shop capable of rewinding field coils, brake coils and armatures for use in elevators and/or escalators similar to those included in the specification or bidder is to supply the name and address of a separate business or company, which they may subcontract with for this service. Spare parts may be supplied by a manufacturer "Parts Lending" program. See Parts Lending Program Section 3.0 Para. 3.16.
7. Communication: Field crews must be equipped with a personal paging system, a two-way radio, or a cellular telephone for immediate contact and/or dispatch.
8. Modernization Experience: This work includes the modernization of equipment which was originally installed in 1959 by the Otis Elevator Company. The historical significance of this project is such that the bidder shall demonstrate to the satisfaction of the County, that the bidder has sufficient engineering and technical experience with the modernization of this vintage and type of equipment.
 - a) List five (5) projects of a similar nature performed within the last ten (10) years.
 - b) List the names, addresses and phone numbers of the principals/owners of the above.
 - c) List the scope of work performed at each location.
 - d) List the original name, manufacturers of equipment and vintage of equipment at each location.
 - e) List whether the bidder still maintains the equipment.

3.5 INITIAL PRICE QUOTATIONS AND ADJUSTMENT OF CONTRACT AMOUNT

The initial price quoted in the contract shall prevail (be maximum) for one year from effective date of contract, at which time Miami-Dade County reserves the right to consider the annual price adjustment due to increases or decreased in labor and material costs based on the following provisions.

The monthly contract amount of maintenance is broken down by two essential components, labor and material factor, both of which must, when added, equal the monthly amount. As an example,

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Bid item XX is quoted at \$50 per month and \$600 per year. Under the labor component, \$40 is used as the portion of the monthly amount attributable to labor. Under the material component, \$10 is used as the portion of the monthly amount attributable to material. Since these components are essential to accurately determining future adjustment of the contract, spaces identified for labor and material components must be filled in properly with the initial bid. Any item not completed shall be a cause of rejection of that item, group or bid.

- A. Such adjustment to the Material Component of the contract price shall be increased or decreased by the percentage of change shown by the index of "Producer Price Index; Commodity Code #10; Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics per latest index.
- B. Adjustment to the Labor Component of the contract price shall be increased or decreased by the percentage of change in the straight time hourly labor cost of the month within which falls the anniversary of the commencement of the service as compared with the straight-time hourly cost on the effective date of contract. Labor costs shall not exceed the actual straight hourly rate paid to mechanics and helpers plus fringe benefits as published by the Elevator Contractors of America, Inc.(E.C.A.) for the International Union of Elevator Constructors Local #71, Miami, Florida.
- C. The County, at its sole discretion, may consider adjustments to the Material and Labor Components for each year of the option periods based on whichever is less: (i) the percent change of the rate used in paragraphs "A" and "B" above, at the time the County considers price adjustments, or (ii) the combined components (Materials and Labor) net change of not greater than six percent (6%) after the first year, and for each subsequent year.
- D. Adjustments shall be submitted to Miami-Dade County, GSA/Procurement Management Division, in the same format as Bid Form.
- E. It shall be the responsibility of the contractor to submit price adjustments no less than three (3) months prior to the anniversary of the contract to Miami-Dade County, GSA/Procurement Management Division. No retroactive price increase will be allowed, in the case of late submittals.

3.6 BIDS

All bids must be based on conditions at the site and these specifications. Base-bid items are required and provided for in the Maintenance and Modernization Proposal Forms. Hourly cost for labor must be stated for regular and overtime rates to cover compensation for work not specified. All sections of the bid forms must be completed.

3.7 SUBCONTRACTORS

- A. Nothing contained in these specifications shall be construed to create any contractual relationship between any sub-contractor and the County.
- B. The contractor shall be as fully responsible to the County for the acts and omissions of the sub-contractors and persons employed by them as they are for acts and omissions of persons directly employed the Contractor.

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3.8 TERMINATION AND DEFAULT

The importance of the elevators and/or escalators covered by these specifications demands that they be maintained in satisfactory and safe operating condition in accordance with the requirements of the specifications and be kept capable of providing their original maximum capacity, speed and performance. Miami-Dade County reserves the right to make such tests when advisable, to ascertain that the requirements of these conditions are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, Miami-Dade County may immediately demand in writing that the Contractor place the elevator and/or escalator equipment in condition to meet these requirements. *The contractor's failure to comply with such a demand within 48 hours will constitute a circumstance under which Miami-Dade County may terminate the contract.*

3.9 CONTRACT ENFORCEMENT

In order to assure that Miami-Dade County receives the quality and response necessary to insure the safety of the passengers of this equipment, and achieve the maximum designed life cycle of the covered equipment, the contract administrator may impose deductions as liquidated damages. These liquidated damages may be deducted from the monthly contract amount due, up to and including the full monthly contract price of this affected equipment, for failure to perform in accordance with the contract. The deduction may be based upon the following schedule:

| | |
|-----------------------------------|-----------------------------|
| Late Response | 10% Per Occurrence |
| No Response | 25% Per Occurrence, Per Day |
| Non Performance | 10% Per Item |
| Shut Down due to Lack of Parts | 100% Per Diem/Unit |

Note:

Inasmuch as it is the desire of the County to avoid such deductions, and to encourage the contractor's compliance with the contract, there will be a limit to the amount of times noncompliance with the contract will be tolerated. The contract administrator may double the amount of deduction after the third repeat offense thereafter within the same contract period.

Non-performance will be inclusive of, but not limited to, similar failure of equipment more than three (3) times for a total down time of five (5) hours and ten (10) hours for escalators excluding response time during a calendar year. Failure to take corrective actions on statutory inspection reports by the inspectors and sending mandatory compliance reports as stipulated in the "Elevator Inspection Report and Order Requiring Correction" construed to be non-performance.

Emergency Services:

The successful bidder shall provide twenty-four (24) hour service, seven (7) days a week emergency services to the County under this contract. During regular working hours (Monday through Friday 8:00 AM to 5:00 PM), emergency service response time shall be within one (1) hour after telephonic, verbal, or electronic notification by the County. During other than regular working hours, the emergency response time shall be within two (2) hours after notification by the County.

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3.10 SUBMITTALS

The Contractor to whom the award is made shall deliver to GSA, Facilities Management 15 days prior to commencement of the work, the following documents:

- A. Sample Maintenance check list.
- B. Schedule of maintenance for each type of equipment and the estimated hours per week, per unit for inspections and preventive maintenance to be performed.
- C. Schedule of code required periodic tests for witness purposes. A schedule of major repairs and routine clean downs.

SUBMITTALS FOR MODERNIZATION PHASE ONLY:

- C. Samples of all materials for finished display in sizes of 12" X 12"
- D. Shop drawings and layout drawings of equipment to be modernized.
- E. A straight line progress schedule for the modernization.

Upon completion of the modernization, the contractor shall submit to the project manager, the following documents:

- AA. As-built straight line wiring diagrams for the entire elevator plant.
- BB. Maintenance and Operation Manuals to include sequence of operation of the new control and drive system.
- CC. Parts manuals listing exploded view diagram components and part numbers.
- DD. Certificates of Completion from the authority having jurisdiction and copies of all permits displaying final approvals. Final releases of lien from all suppliers and subcontractors.
- EE. Certificate of Warranty for the entire system and related components.

NOTE: Wiring diagrams as may be required under Section 3.0 (Part 3.12, Paragraph N)
(See Specifications Instructions)

3.11 MINIMUM MAINTENANCE CHECK SCHEDULE

This check schedule shall be pre-approved by the Elevator Engineer and in accordance with the manufacturer's recommendation to serve the purpose of its intent (in the best interest of Miami-Dade County) to perform Full Preventive Maintenance to achieve the full designed life cycle of the equipment, and to secure the safety of the users of the equipment and of the people around it.

SECTION 3 TECHNICAL SPECIFICATIONS

This pre-approved check schedule will not relieve the contractor of their responsibility, liability and obligation to provide the above named safety and permanence of the equipment in working and/or serviceable condition.

This schedule shall be submitted with the proposal and may be in a Printed Card Form.

NOTE: TO ESTABLISH A GUIDELINE, THE FOLLOWING EXAMINATION FREQUENCY SHALL BE OBSERVED, AS MINIMUMS REQUIRED (OR MORE FREQUENTLY AS RECOMMENDED BY MANUFACTURER), EXCEPT AS OTHERWISE NOTED.

PREVENTIVE MAINTENANCE FREQUENCY

| <u>TYPE EQUIPMENT</u> | <u>GENERAL GOVERNMENT FACILITIES</u> | <u>ALL AVIATION DEPARTMENT EQUIPMENT</u> | <u>MDTA METRORAIL LINE UNITS ONLY</u> |
|--------------------------------|--|--|---|
| Hydraulic Elevators | Monthly | Weekly | BI-Weekly |
| Geared Traction Elevators | BI-Weekly | Weekly | Weekly |
| (Bi-weekly = Once per 2 Weeks) | | | |
| Gearless Traction Elevators | Weekly | Weekly | Weekly |
| Dumbwaiters | Monthly | Weekly | BI-Weekly |
| Escalators & Moving Walks | Weekly | Weekly | Weekly |

MAINTENANCE AND REPAIR ALLOWANCE

| <u>Minimum Labor Allowance/unit</u> | <u>Maintenance</u> | <u>Repair</u> |
|-------------------------------------|----------------------|----------------------|
| Hydraulic Elevators | 1 man/hour per month | ¾ man-hour per month |
| Geared Traction Elevators | 2 man/hour per month | 2-man hour per month |
| Gearless Traction Elevators | 4 man-hour per month | 4-man hour per month |
| Escalators & Moving Walks | 3-man hour per month | 4-man hour per month |

3.12 MAINTENANCE SERVICE

- A. The Contractor shall regularly and systematically examine each unit of elevator and/or escalator equipment, its component parts and operation in accordance with minimum maintenance pre-approved checklist; and, as conditions warrant, adjust, lubricate, clean, repair or replace such parts and mechanisms as necessary to render Full maintenance care and keep the elevator and/or escalator equipment in proper and safe operating condition. Extra care shall be taken to look for any cracked, defective, or worn parts and replace same.

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- B. The Contractor shall maintain all elevators and/or escalators under this contract in first-class operating condition to comply with all requirements of the current American Standard Safety Code for Elevators and Escalators, A17.1, and ANSI/ASME, Inspector's Manual, A17.2, and all other applicable laws, regulations, ordinances, codes, etc. The ANSI/ASME Standards and Inspector's manual shall be used as a guide to establish that equipment is operating safely.
- C. The Contractor shall maintain the original efficiency, safety and rated speeds of the units including full running speed, acceleration, deceleration, landing and leveling and floor-to-floor time including door opening and closing time where powerdoor operation exists, all per manufacturers specifications and/or by code requirements. Additionally the Contractor shall maintain vibration and noise levels within acceptable industry standards for each piece of equipment.

Sound and Vibration Levels

1. The operating elevator shall produce no noise louder than 55 DAB in public spaces adjacent to the elevator machinery or enclosure when measured three feet from the enclosure or elevator equipment. Steady state noise levels within the elevator car at every point five feet above the floor shall be not louder than 55 D.B.A. Transient noises caused by elevator equipment operation, not including door operation, shall not be louder than 60 DAB in public spaces adjacent to the elevator enclosure or equipment when measured three feet from the source of that noise, using a fast meter response. The acoustic output level of the pumping unit shall not be louder than 86 D.B.A., measured at the machine room door. The elevator door, when operating, shall produce noise not louder than 65 D.B.A. when measured three feet from the elevator door and within the elevator car, using a fast response meter.
 2. Escalators shall be maintained to operate at or below sixty-five (65) decibels sound level, measured five (5) feet above the escalator at any location, with the escalator operating normally, either free-running or under load. For multiple escalator installation, the noise measurements shall be made with only one (1) escalator unit in operation, but with the entire installation complete and in operating condition. An ambient level not to exceed forty-nine (49) decibels shall be maintained prior to units being turned on.
 3. Vibration: Escalators shall be tested for vibration levels. A maximum velocity reading of four-tenths (0.4) of an inch per second shall not be exceeded. The metering device used to perform the test shall be a Bruel and Kjaer Model No. 2516 Integrating Vibration Meter or equal selected by Miami-Dade County. Readings shall be taken throughout the exposed travel of steps.
- D. When and as conditions warrant: the contractor shall clean, adjust, repair and/or replace, including, but not limited to: parts of the machine, brakes, motors, generators, controllers, selectors, signal panels, operating switches and devices in the hoistway, door and gate operators, door protective and monitoring system, car frame, safeties, governors and tension frames, buffers, counterweights, compensators, platforms, wiring, valve unit, pumping unit, plunger, packing, external gearing, drive chain, handrail, handrail drive chain, handrail brush guards, handrail guides and rollers, alignment devices, steps, step treads, step wheels,

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step chains, step axle bushings, step tracks, comb and floor plates, upper drive, upper drive hearings, tension sprockets and bearings, upper and Newell bearings, start/direction switch, skirt switches, brake switch, underspeed/overspeed switch, drive, belt/drive chain, step upthrust switch, push button assembly, drive unit reducer or shaft, brake, track, turnaround, skirt panel, deck, glass, belt or drive chain, combfinger(s) controller, conduits, wiring, annunciator panel, indicators and key stop switch relay, handrail return switch, step demarcation lights, lighting receptacles, lubrication system, etc.

- E. Component parts to be used in repairing or replacing the foregoing items of equipment include, but are not limited to: worms, gears, thrust bearings, roller or ball bearings, sleeve bearings, pins, brake linings, generator and motor windings, commutators, armatures brush holders, slow down and limit switches, direction switches, leveling switches, load-weighing devices, interlocks, locks and contacts, resistors, rectifiers, springs, magnet frames, segments, brushes, conductor cables, tapes, chains, tubes, condensers, timers, capacitors and shunts, printed circuits, solid state electronic cards, valves, valve units, pistons, solenoids, pumps, hydraulic packing, drive belts/timing belts, underspeed overspeed switches, direction switches, revolution counters, lights and light guards, steps and step assembly components, step chains, step links, rollers, wheels, handrails, balustrades, combplates, combfingers, etc.
- F. Adjustments to the electric circuits and the sequence of operation of the components shall be in accordance with the engineering tolerance established by the manufacturer of the equipment and the maintenance of mechanical clearances in accordance with the manufacturer's engineering standard tolerance.
- G. Keep the guide rails clean and properly lubricated. When roller-type guides are involved, rail lubricant shall not be used. Periodically tighten rail bracket and fish plate bolts on critical elevators, re-alignment of guide rails if necessary.
- H. To prevent build-up of lint and dirt, periodically (at least once per year): brush lint and dirt from the guide rails, overhead beams and sheaves, counterweight frames, car tops, bottom of platforms, pit equipment, machine-room floor and hoist way door hangers and tracks; on escalators and moving walks, remove half of steps and interior side panels and thoroughly clean interior, including, but not limited to, drip pans, steps, truss, and all moving components, etc.
- I. Renew wire ropes as often as deemed necessary to maintain an adequate factor of safety. Periodically the Contractor shall equalize the tension of all hoist ropes, and lubricate in accordance with wire rope manufacturer's recommendations.

Rust or rouge will not be tolerated for wire ropes on this equipment. If noted on any inspection, the Contractor shall remedy the condition permanently within thirty (30) days from written notice. Wire ropes must be replaced prior to wear below minimums required by ANSI A17.1 and A17.2.

- J. Periodically examine all safety devices and governors and make annual safety tests; also make inspections and safety tests as required by the current American Standard Safety Code for Elevators, Dumbwaiters and Escalators, to include five (5) year full load and full speed tests. A written report must be retained and a copy forwarded to elevator engineer following the test.

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NOTE: The contractor shall notify the Elevator Engineer phone (305) 375-3912, a minimum of 48 hours in advance of regularly scheduled safety tests, including pressure tests and full load tests, of the time and place of the test. All periodic tests are required by ASME A17.1 and State law, to be witnessed by a Certified Elevator Inspector, which shall be coordinated by the contractor. The Elevator Engineer or designated representative may or may not be present during the test, at their discretion.

Conduct monthly tests of elevator portion of emergency power operation and firefighter service Phase I and II if so equipped. Maintain code required log of tests and results as specified in 3.14 C.

The torque required to rotate the input shaft (escalator stopped) of the modular escalator main drive unit shall be measured twice per year. The brake(s) shall be adjusted to maintain the torque tolerates within plus or minus 5% of the initial (new brake) reading recommended by the manufacturer. Torque reading on non-modular escalators shall be measured at least once per year.

- K. Keep the exterior of the machine and all other parts of the equipment subject to rust, (including, but not limited to; rails, brackets, controller cabinets, duct, cartop, toe guards, pit equipment, counterweights, etc.) except where otherwise noted, properly painted and presentable at all times. The motor windings and controller coils are to be periodically treated with proper insulating compound.
- L. Maintain the signal system, devices and fixtures and fixture cover plate (and finish of). Signal equipment includes the elevator intercommunication systems, signal buttons, direction indicator lights, position indicators, hall lanterns, mechanical lanterns, mechanical and electrical dials, signal bells, buzzers and gongs.
- M. Maintain all operating accessories of cab and hoist way doors and gates and keep them in proper adjustment, including, but not limited to; fans, Lighting Fixtures (including ballast's), illumination light bulbs and tubes in the cab, key switches, emergency car lights and batteries and hoist way door unlocking devices. The contractor shall also periodically tighten, as needed, the fastening of the handrails of elevator cabs.
- N. The contractor shall furnish if not present, as-built wiring diagrams provided by the manufacturer. Two sets of the latest up-dated wiring diagrams designated by the manufacturer specifically for the job being bid and noted on each page as such. No wiring diagrams will be accepted unless the name of the building or manufacturer's corresponding contract number, appears on them. Two sets of wiring diagrams must be furnished for each group of elevators, one (1) set may be a copy if it is clear, legible complete and of the same size as those furnished by the manufacturer. If there is more than one (1) group of elevators in the building then two (2) sets are to be furnished to each group with each set of diagrams

properly showing the manufacturer's designations for each corresponding group. The vendor must show proof that the wiring diagrams have been ordered within 30 days after the contract award and must have possession of same within 60 days. One is for the machine room and shall be glued on "masonite" boards or equal of the same size as the diagram and

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attached (removable) to machine room wall. The remaining set is for the elevator engineer's files. Both sets are to be submitted to elevator engineer for affixation of County stamp, prior to installation. Vendors not adhering to the above specifications will be considered in default of the contract.

- O. In the event that job conditions require variations or adjustments to the wiring diagram, the contractor shall obtain certification from the manufacturer indicating there is no compromise to safety circuits or efficiency of the operation. (See Note 2 below.) In addition, the contractor shall notify the Project Manager of these changes and shall provide as-built drawings in a timely manner. The drawings are the property of the County and will be left in the machine room (and Elevator Engineer Files) at all times.

NOTE #1: These as-built diagrams and any appendix reflecting changes thereto do not necessarily represent the current circuitry.

NOTE #2: Failure to provide above certification shall be considered default of the contract.

- P. For Hydraulic Elevators, in addition to the foregoing, the contractor shall furnish all labor, materials and equipment necessary to keep the hydraulic pumping equipment in top working order; including, but not limited to: inspection of the system noting controller operation, adjustment, repair or replacement of electrical circuitry, oil levels, hydraulic lines, pump operating frequency, pit cylinder condition, keeping the pit and all drip pans free of oil accumulation, dirt, and debris. Replace hoses, packing, seals, filters, etc., as often as necessary to minimize oil leakage and to maintain trouble free operation.
- Q. Any improvements that are in progress, at the start of this contract shall be completed by the new contractor. The contractor shall make technical improvements required by the manufacturer as a part of this maintenance contract at no additional cost to Dade County. These technical improvements shall include but shall not be limited to, replacement of aluminum escalator track with steel track. Improvements in progress shall be identified in Bid Proposal Form.
- R. The elevator contractor must have in-house capabilities to produce, via a microcomputer based traffic analyzer manufactured by Delta Elevator Equipment Corp. Model #5049 or Digmetrix, Inc. or (EPTI) in order to be compatible with existing County owned software, a report indicating the location and duration of traffic demand for elevators in a given group of elevators and a quality of service report monitoring service delays and equipment functions and/or malfunctions. As a part of this contract, Dade County reserves the right to request that a Traffic Analysis be performed on any piece of equipment. A complete data diskette and a full written report of actual conditions are to be submitted to the Dade County Elevator Engineer, and/or Project Manager.
- S. In the case of Critical Elevators, the contractor shall demonstrate by documentation to the Project Manager at the time of bid that they maintain the most current technical information from the manufacturer, on the maintenance, repair, adjustments and safe operation of the elevator outlined in the specifications. Such documentation shall be a written notarized agreement executed by duly authorized representative of the manufacturer and contractor that an exchange of information required has been and will be provided for the duration of the term of this contract.

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- T. Existing Warranty - Warranties in existence by the manufacturer for new equipment or modernized equipment beyond new installation or modernization maintenance shall be deducted from the cost of the maintenance of said equipment commensurate with the savings awarded to the bidder by the manufacturer for equipment under warranty. Units covered by this clause shall be identified in Section 4.0 of the Bid Proposal and a line item shall be provided for bidders to reflect the deduction for a 12-month period.
- U. Sump Pumps If so identified on the bid, the Contractor shall provide for the full maintenance of Sump Pumps located in pits only, of escalators and elevators to include periodic inspection, testing, maintenance, repair and replacement of all parts of the pump, power cord, float switches and exposed piping. The Contractor shall not be responsible for buried or underground piping, and shall not be responsible for clogged drains or remote pumping units.

3.12A MODERNIZATION OF LOW AND HIGH RISE ELEVATORS AT MIAMI-DADE COUNTY COURTHOUSE RICHARD E. GERSTEIN JUSTICE BUILDING.

A. GEARLESS CONTROL SYSTEM

Furnish all labor and material to provide new a gearless control system, replacing the existing relay logic and microprocessor group control system. A digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing the Miami-Dade County Courthouse gearless traction elevators. The system must be a distributed network of modular microprocessor control units and solid-state performance measurement devices. The system will be integrated using serial-link communication. The measurement transducers shall constantly monitor the performance of every controlled elevator function. The control units will evaluate this performance information and automatically adjust performance as necessary to correct deviations within milliseconds. The software shall dispatch elevators based upon real-time response to actual demands on the elevator group. The software shall be designed to maintain optimum elevator system performance by evaluating and reassigning hall calls within milliseconds of changes in elevator demand or performance.

B. DUTY

The present duty and speed of the elevators shall be retained.

C. TRAVEL

The present travel distances of the elevators shall remain unchanged.

D. STOPS & OPENINGS

The present configuration of stops and openings of the elevators shall remain unchanged.

E. POWER SUPPLY

The present power supply voltage shall be retained and the new equipment shall be arranged for this power supply. The following work will be performed under this

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contract by the elevator contractor or by properly licensed sub-contractors of the elevator contractor:

1. Install new approved safety (electrical disconnects) switches as required for elevators per code.
2. Install new approved safety (electrical disconnects) switches as required for cab lighting as per code.
3. Rework electric as needed from existing feeder in existing elevator rooms as required.
4. All new safety switches (disconnects) to be the heavy duty type with rejection clips to accept class RK-5 fuses.
5. Additional disconnects in the machine room as needed for code due to the layout of this machine room.

F. POWER CONVERTER SUCCESSIVE STARTING

When all power converters in a group are shut down due to lack of demand, only a single converter shall be allowed to start up at one time.

G. DIRECT DRIVE

An SCR-based direct drive system shall be provided. The system shall be regenerative. The system shall include the drive isolation transformer and filter, specifically designed for non-linear loads.

H. MACHINE

The existing machines shall be retained.

The following work, part of and covered under the existing maintenance contract, shall be performed on the machines at the time of modernization out of convenience.

The machine is observed for unusual sound, heat or improper operation. The machine and components are thoroughly cleaned. Gears, cooling fans, bearings and other wearing components are checked for unusual wear, and repaired or replaced as needed. The commutator is cleaned of carbon dust, and restored to like new condition. Brushes are checked and replaced if worn. Bearings are lubricated and oil levels are checked.

I. MOTOR GENERATOR

The existing motor-generator sets will no longer be necessary. They will be removed and refurbished and made available for use as spares on other county facilities with similar equipment.

J. CONTROLLER

Existing relay-based controllers and microprocessor-based dispatching fire fighter service overlay equipment shall be removed and disposed of.

A fully integrated microcomputer-based control system shall be provided to perform all of the functions of safe elevator motion and elevator door control. This shall include all

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of the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform car operational control. Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime. The dispatching system must contain variable bonus and penalty parameters which will compensate for demand changes.

K. SELECTOR

The selectors shall be removed and disposed of as they will no longer be necessary following modernization.

L. DECENTRALIZE CONTROLLER

Controller system must be a decentralized group controller, which will allow for continued high performance when one or more elevators are out of service. This shall be achieved by each controller having its own group capability.

M. SWITCH OVER MODULE

Each controller must have a switch-over module which will transfer hall fixture signals to another controller if one or more controllers go out of service, which shall eliminate "Wild Car" operation other than in the unlikely instance of a total failure of all hall buttons.

N. OPERATION - GROUP CONTROL FOR 3 TO 8 CARS

When the cars are at rest, they shall be assigned throughout the building to predetermined zones. The first car entering a zone shall become assigned to that zone. A car may run through an occupied, assigned zone in search of an unoccupied zone in which to park. While there are no calls registered the cars shall remain in a parked condition with doors closed. The lowest zone shall consist of the main floor and an adjacent floor, above or below, as required to suit building design requirements. The remaining floors shall be divided into nearly equal zones with one car randomly assigned to each zone. Optimized response to hall calls shall be achieved by computing a relative system response (RSR) time for each registered hall call. The computation of each car's RSR time to a call shall be based on, but not limited to, such relevant factors as distance, service to previously assigned car and hall calls, car load, direction, door and car motion status, and coincidence of car and hall calls. The car with the least RSR time/value shall have this call assigned to it. RSR computations for each hall call are repeated several times a second and the hall call assignment might be changed if a more suitable car is found. A car without registered car calls arriving at a floor where both up and down hall calls are registered shall initially respond to the hall call in the direction that the car was traveling. If no car call or hall call is registered for further travel in that direction, the car shall close its doors and immediately reopen them in response to the hall call in the opposite direction. Direction lanterns shall indicate the change in direction when the doors reopen. If for any reason the doors are prevented from closing and the car is unable to respond to a call, the call shall be transferred to another car. When a car is filled to a predetermined load setting, it shall no longer stop for hall calls. When the Independent

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Service switch in the car operating panel is actuated, the elevator shall be disconnected from the hall buttons and operate independently from car buttons only.

O. MODERATE UP AND MODERATE DOWN TRAFFIC PROGRAM

When incoming traffic at the lobby floor increases, as indicated by two cars leaving the lobby in the "UP" direction and filled nearly to capacity within a predetermined adjustable time period, cars assigned to upper zones shall be called to the lobby without waiting for a lobby hall call. Cars shall be dispatched automatically from the lobby when they become loaded nearly to capacity or, if not loaded to capacity, shall be dispatched within a predetermined time after the previous car has been dispatched. The cars shall continue to operate in this manner until the lobby traffic has been reduced to a predetermined level. When "DOWN" calls above the lobby increase to a predetermined level, assignment of a car to the lobby ceases and the lobby car shall travel up to assist the other cars. Cars arriving at the lobby after discharging passengers shall be dispatched upward. The cars shall continue to operate in this manner until the down traffic has been reduced to a predetermined level.

P. EXPANDED LOBBY ZONE ARRANGEMENT

The group supervisory control system shall be arranged to include designated floors above the main floor as part of the lowest zone. Upon completion of travel within the expanded lobby zone, the car assigned to that zone shall return to a pre-designated floor.

Q. CLOCK DOWN PEAK

To prepare the system for heavy outgoing traffic, operation shall be such that upon the arrival at the lobby of any car loaded to more than a predetermined capacity during a preset clock period, assignment of a car to the lobby ceases and the lobby car shall travel up to assist the other cars. Cars arriving at the lobby after discharging passengers shall be dispatched upward. The cars shall continue to operate in this manner until the end of the clock period.

R. UP HALL CALL BYPASS

During clock-down peak operation, any car traveling down with a non-stop load will cause other cars to bypass up hall calls. The number of cars operating in this bypass mode is adjustable as a function of building traffic. This operation remains in effect for an adjustable period of time after the last bypass operation.

S. CLOCK UP PEAK

To maintain sufficient lobby car capacity to handle anticipated heavy incoming traffic, the operation shall be such that when incoming traffic at the lobby floor increases, as indicated by a car leaving the lobby in the "UP" direction filled to a predetermined capacity during a preset clock period, all cars shall be returned to the lobby without waiting for a lobby hall call. Cars shall be dispatched automatically from the lobby when they become loaded nearly to capacity or, if not loaded to capacity, on a variable time interval calculated on the basis of the number of cars at the lobby and other data representative of traffic in the system. The cars shall continue to operate in this manner until the end of the clock period.

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T. NO LOBBY CAR BYPASS

The no-lobby car bypass speeds the return of cars to a vacant lobby during up peak operation. In the absence of a lobby car, cars will travel only to the highest car call and reverse to the lobby. Cars will bypass hall calls, stopping only in response to car calls. This operation will remain in effect until a car arrives at the lobby.

U. CAR TO LOBBY OPERATION

A keyswitch shall be provided for each elevator at the main floor. Its actuation shall cause the corresponding elevator to make a trip to the lobby as soon as the car is available for response to the special call.

V. SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest revision of the ASME/ANSI A17.1 Code. Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch conforming to the latest requirement of the Florida Statute 399, for a “universal regional access key” provided in a lobby fixture, and a jewel shall be illuminated in the lobby fixture. A duplicate fixture shall be located at the alternate landing. The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system. A keyswitch in the car conforming to the latest requirement of the Florida Statute 399, for a “universal regional access key” shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service. If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

Va. SPECIAL PRIORITY SERVICE

Special Priority Service operation shall be provided. Special Priority Service Phase I to return the elevator(s) (which will be pre-selected) non-stop, by-passing all previously selected hall and car calls, to a designated floor, which shall be initiated by a keyswitch provided in each lobby fixture on each floor and a jewel shall be illuminated in each lobby fixture, indicating activation of the system. A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Priority Service, enabling a person to take command of the car to travel to any floor selected, by-passing all hall calls. If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes. This system is to allow police and other non-fire emergency use of the elevator. Special emergency service specified above, shall over-ride this feature.

W. INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative. An operating fixture shall be provided on top of the car containing continuous pressure “UP” and “DOWN” buttons, an emergency stop button, and a toggle switch. This toggle switch makes the fixture operable and, at the same time, makes the door operator and car and hall buttons inoperable.

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X. ON LINE ACCESS

Necessary communication hardware, software, and toll-free access shall be provided to allow Miami-Dade County (Owner) to request and/or place a service call and review the status of service calls to the elevator contractor directly from a personal computer (supplied). Miami Dade County shall also be able to access repair and service call and maintenance history of each individual elevator via the same system.

Y. REMOTE ELEVATOR MONITORING SERVICE

Equipment shall be provided to monitor the elevator system. Automatically, the system will remotely report elevator shutdown alarms and performance alerts to the elevator company's monitoring center. This makes it possible to have a mechanic automatically dispatched in response to alarms and to have two-way voice communication with a trapped passenger. Operating performance data shall also be accumulated on a daily basis for subsequent reporting to and analysis by Miami-Dade County and the elevator contractor. The system shall allow on-line interrogation by a central monitoring computer to determine the current operating status of the elevator.

Z. STANDBY POWER OPERATION (AUTOMATIC SELECTION)

The elevators shall return automatically to the main floor at full rated speed, one at a time during emergency power operation. A car that is out of service for other reasons shall be bypassed and another car selected. A manual selector switch shall be provided at the main floor. The switch will contain a contact position for each elevator and an "AUTOMATIC" position, permitting one selected elevator to remain on standby power or to provide power to an elevator that has been out of service when the elevators were being returned automatically.

AA. INTERCOM SYSTEM

Included as a portion of this modernization package, is the provision of an upgrade to the existing intercom system. The existing system is: Stentofon 9200. The system is capable of up to 12 stations and one master station. A Stentofon "Alpha-Com" control system shall be installed as a retrofit. A new grand master station, employing gooseneck microphone and complete display of system status shall be provided at the security desk, to replace the existing master station provided with the existing Stentofon 9200 system. A second master station shall be provided in the building managers office in a designated location. An elevator substation unit will be provided for each of the two freight elevators and in each machine room not yet equipped. All existing systems will be tied together and made functional as one integrated system. An uninterruptable power supply shall be provided and installed for the intercom system, as well as the grand master station. The new intercom system will be linked as a sub-group to the GSA downtown system located at the Stephen P. Clark Center 111, NW 1st Street. Software necessary to back up the system shall be provided to the owner, including the necessary lap top computer with the back up loaded to the hard drive. Instructions and at least 8 hours of classes on operating the system shall be provided to the owner's designated employees upon completion.

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BB. NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 12-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest revision of the ASME/ANSI A17.1 Code.

CC. AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

To meet this code requirement, the existing "Talking Elevator" voice annunciation system each car is equipped with shall remain and be integrated with the new control equipment.

DD. ELEVATOR MANAGEMENT SYSTEM

Provide and Elevator Management System which shall interface with the controller system along with displays for tabular status, graphic status, interactive functions, security operations, data export display, and performance monitoring display (car operation, hall call report, landing summary report, car timing averages, registration times report, call registration report).

EE. COLOR VIDEO DISPLAY UNIT

A fourteen (14) inch VGA sixteen color video lobby panel shall be provided to display the operational status of the building's elevator system in tabular or graphic format. The mass storage devices provided shall consist of a drive for 3.5" removable floppy disks and an internal hard drive. These shall be capable of non-volatile storage of long term elevator performance data. All necessary wiring and conduit for the installation of the Elevator Management System between machine room and remote terminal(s) shall be provided by Miami Dade County.

An additional unit shall be supplied in the building manager's office, as may be required.

An additional unit shall be supplied in the elevator engineer's office, as may be required.

FF. CAR & COUNTERWEIGHT GUIDES

New rubber tired roller guides shall be installed on the top and bottom of the car frame and counterweight frame to engage the guide rails.

GG. PLATFORM

The existing platforms shall be retained with modifications to permit load weighing operation. Rubber isolation shall be replaced as necessary.

HH. LOAD WEIGHING DEVICE

A platform with transducers load weighing devices set to operate at a predetermined fixed percentage of the car capacity shall be provided. Microswitch based systems shall not be permitted.

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II. ANTI-NUISANCE

An anti-nuisance feature shall be provided which will reset car buttons and require re-registration of an excessive number of calls are registered for the measured load.

JJ. HALL POSITION INDICATOR (RETAINED)

The existing hall position indicator (s) shall be retained.

JJa. HALL FIXTURES (NEW)

New hall fixtures shall be provided, to select the desired direction of travel, through the use of vandal resistant mechanical illuminated buttons, employing the use of low voltage light emitting diode (LED) type buttons. The fixture faceplates at the main lobby and second floors shall be of bronze, all other floors shall be of stainless steel. Fixtures shall be located at the required level for to comply with the ADA.

KK. LOBBY PANEL (RETAINED)

The existing bronze lobby panel is to be modified or, a new bronze lobby panel shall be provided with key operated switches to shut down each elevator. A pilot light shall be provided to indicate when the elevator is operational. This panel will also contain the key operated switches for car to lobby operation, fire fighter service and car position display, emergency power re-selection switches, as well as special priority service. The lobby panel shall contain a status display for the elevator system, indicating current status of all elevators in the group, as well as floor position and direction of travel for each elevator in the group.

LL. CAR FRAME AND SAFETY (RETAINED AND REFURBISHED)

The existing car safety device, designed to stop the car should it attain excessive descending speed, shall be retained. The safeties shall disassembled, thoroughly cleaned and inspected, refurbished as needed, and reassembled and adjusted prior to testing.

MM. GOVERNOR (RETAINED)

The existing centrifugal overspeed governor that operates the car safety shall be disassembled, thoroughly cleaned and inspected, refurbished as needed, and reassembled and adjusted prior to testing. If required for the modernization and integration with the new microprocessor control, the governor shall be replaced as required. The governor shall actuate a switch when excessive speeds occur, disconnecting power to the motor and applying the brake before application of the safety. The governor ropes shall be replaced.

NN. HOIST ROPES (RETAINED)

The existing hoist ropes shall be cleaned and lubricated and closely inspected. Replace as needed.

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OO. DOOR OPERATORS (RETAINED)

The existing door operators shall be retained. They shall be modified to include a closed-loop circuit to interface with the new controllers, along with new motors and gate switches.

The following work, part of and covered under the existing maintenance contract, shall be performed on the door operators at the time of modernization out of convenience.

Door performance is checked prior to performing maintenance on door operators and car doors and again after maintenance is performed. The activated door operator is observed, then cleaned and adjusted as necessary. Fastenings and linkages are checked and worn parts are replaced as needed. Pivot points are lubricated and cables are adjusted. Door vanes, rollers, and hangars are checked, lubricated and replaced as necessary. The condition and operation of motors, switches, cams and other door operation components are checked and corrected as needed.

PP. DOOR CLOSURES

Existing spring closer assemblies shall be removed and replaced with heavy duty spirator assemblies for improved door closing.

QQ. LIMITED DOOR REVERSAL

If a person or object enters the zone of detection after the doors start to close, the doors shall stop and reopen to clear the detection zone. Once the opening is cleared, the doors shall resume closing at normal speed.

RR. NUDGING OPERATION

If during a hall or car call the doors are prevented from closing for a fixed time period, the door protective device shall be rendered inoperative, a buzzer shall sound on the car and the doors shall close at a slower speed. Normal operation shall resume at the next landing reached by the car.

SS. WIRING

All car and hall wiring shall comply with governing codes. Serial link wiring shall be provided for car and hall button fixtures to allow digital communication between fixtures and controller. Double serial link wiring will be required between controllers. Discrete wiring shall not be permitted. Traveling cables shall be flexible and suitably suspended to relieve strain on individual conductors. Traveling cables shall include coaxial cable to enable the future installation of video monitoring equipment. At least 20% spares (except coax) shall be provided.

TT. PERFORMANCE STANDARDS

Flight Time: 4.6 seconds (Brake to brake for a typical 12' one floor run)

Leveling: Accurate within +/- 1/4 inch

SECTION 3
TECHNICAL SPECIFICATIONS

Contract Speed: Accurate within +/- 2%

Door Open Time: 2.6 seconds from start to 1.5" from fully open

Door Close Time: 4.2 seconds from start to fully closed (thrust not to exceed 30 lb.)

UU. ENGINEERING DESIGN

All new material and equipment furnished shall be specifically designed to operate with the original Otis equipment being retained, thus assuring maximum performance and eliminating any divided responsibility.

VV. SUPERSEDED MATERIAL

All material removed, or unused, not required in the modification will become the property of the elevator contractor and shall be removed from the premises at the conclusion of each stage.

WW. PERMITS AND INSPECTIONS

The elevator contractor shall furnish all licenses and permits and shall arrange for and make all required inspections and tests.

XX. ADDITIONAL WORK

The following work, part of and covered under the existing maintenance contract, shall be performed on the door equipment to operate in conjunction with door operators at the time of modernization out of convenience.

Lambda Door Detector. The activated detector is observed then cleaned. The emitter lens is inspected then cleaned. Voltages are measured and adjustments are made as necessary.

Hoistway Doors. Hoistway doors are checked for smooth operation. Moving parts are lubricated. Surfaces are cleaned as necessary, and worn or damaged sight guards, gibs, tracks and rollers are replaced.

Hoistway. Divider beams, rails, ledges, fascia, headers and sills are cleaned. Rail bracket attachments, traveling cables, and other hoistway equipment is checked.

Brakes. The brake is disassembled and components are cleaned and inspected. Worn parts are replaced. Cores and pins are lubricated. Car Top. The car top is cleaned. Roller guides are adjusted or replaced as necessary. The safety linkage and associated parts are lubricated and checked for proper operation. Car-top components including fans, readers, and other components are cleaned and checked for proper operation. Worn parts and components are replaced.

SECTION 3
TECHNICAL SPECIFICATIONS

YY. CODE

The elevator equipment shall be furnished and installed in accordance with ASME/ANSI A17.1 Safety Code for Elevators and Escalators, An American National Standard, including the latest Supplement, and the Americans with Disabilities Act.

ZZ. CODE (LOCAL)

The elevator equipment shall comply with all applicable local codes.

AAA. WORKING HOURS

Work shall be completed during regular working hours with the following exception:

Work requiring more than one car to be down in a given bank at the same time shall be completed during overtime hours in the evening or on weekends, as coordinated with Miami Dade County for their needs.

BBB. WORK BY OTHERS

Miami-Dade County shall:

1. Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 45°F and 95°F. The relative humidity should not exceed 85 percent non-condensing.
2. Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing and adjusting the elevator.
3. Provide one (1) outside telephone line to the elevator machine room that allows data calls to and from a toll-free number at a dispatching center. The telephone line may be either a separate line dedicated to the remote monitoring maintenance equipment or may be an existing line that is shared between another telephone and the remote monitoring maintenance equipment.
4. Provide a reasonably safe and dry on-site storage area for elevator material. (See special note for Hurricane Season requirements)
5. Provide a standby power unit and a means for starting it that will deliver sufficient power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed.
6. Provide a transfer switch for each feeder for switching from normal power to standby (emergency) power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller.
7. Provide a means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down.
8. Provide conduit between the elevator shaft and remote locations for the intercom master station and Elevator Monitoring System displays.

SECTION 3
TECHNICAL SPECIFICATIONS

ALTERNATES

CCC. Alternate #1:

Provide refinishing of bronze hall entrances and thresholds, and equipment as follows:
Cover-up or mask to avoid overspray.
Strip to remove former coatings.
Hand polish.
Removal of spots.
Spray a new durable clear protective coating.

DDD. Alternate #1a

Provide new bronze lobby panel, with key switch functions and LCD lobby display to indicate floor position and direction of travel, status of each unit, fire service and priority service key switches, as well as emergency power reselection switches.

EEE. Alternate #2:

Provide new elevator cab interiors of the style to match The Courthouse.

1. Existing Stainless steel bases to be reused, cleaned and refurbished as needed.
2. New red mahogany tambour applied vertically, terminating in all corners to a vertical applied stainless steel strip.
3. Vertical corner reveals to be stainless steel.
4. Frieze shall be applied #4 stainless steel. Existing trim shall be cleaned and reused.
5. A 3/8" by 2" stainless steel handrail shall be installed at sides and rear walls.
6. Install new florescent fixtures, installed using solid state energy conserving ballasts and bulbs, with isolated ballasts and dimmers installed. Dimmer to be located on car top.
7. Existing canopy to be painted white, and new luminous drop ceilings shall be installed with stainless steel frame to match fronts and all reveals.
8. Transom shall be refurbished or clad with new #4 stainless steel.
9. Returns shall be refurbished or clad with new #4 stainless steel.
10. Car doors to be refurbished or clad with #4 stainless steel.
11. Cars to be rebalanced, as may be required to compensate for the additional weight.

3.13 ADDITIONAL WORK NOT SPECIFIED

The County agrees to pay the Contractor at the current established purchase price for all materials and cost of regular and over time labor as may be needed for items of work described below, except as otherwise noted. Such work shall only be performed when authorized by the Project Manager;

- A. Maintenance of: cabs, including wall panels, floor, lighting tubes and lamps, elevator handrails; cab and hoistway door panels, frames, sills; steel guide rail replacement; heat and smoke sensors; powerfeeder switches, their wiring and fusing; hydraulic cylinder and piping, if located underground; removal and/or refinishing of balustrades and trim moldings of escalators. Note. If repair, and/or replacement, and/or refinishing of any of the above items is necessitated due to the act or omission of the contractor, such cost shall be borne by the contractor, at no cost to the County. The contractor shall be obligated to advise the

SECTION 3
TECHNICAL SPECIFICATIONS

County as soon as practicable, of any condition which may adversely affect the above equipment, the correction of which is not within the contractor's control

- B. .Repair or replacement which is necessitated by reason of negligence, accident, or misuse of equipment and apparatus including door entrance, cars, fixtures or due to any other causes beyond the Contractor's control; installation of new attachments or features on the elevator and/or escalator equipment that are non-existent on the date of this contract; modification to or modernization of existing equipment not otherwise included; or perform tests recommended or directed by insurance companies, state, municipal or other governmental authorities, which are either unscheduled at that time by the Contractor or not required by this contract.

3.14 CONTRACTOR'S PERSONNEL

- A. The contractor agrees to use trained personnel directly employed and supervised by them and that the personnel will have adequate experience and possess adequate skills in maintenance of elevator and/or escalator equipment similar to that in the County named buildings. All employees must possess a current employee photo identification card, issued by the contractor, with logo or name of the contractor, office address, and State Contractor license number of the contractor, physical description of employee, applicable license number of employee, date of birth and position with the firm.
- B. Regularly assigned maintenance mechanics shall have not less than three (3) years installation and maintenance experience as an elevator and/or escalator mechanic, and shall possess license or certificate as required in paragraph 3.4 B (5).
- C. All service mechanics shall be equipped with an individually signaled paging service receiver or two-way radio or cellular telephone while on duty. Each employee shall have and wear in open sight while on County premises, a photo identification card issued by the contractor complete with the name and license number of the contractor.
- D. The contractor shall maintain and use a separate and exclusive repair crew trained in elevator and/or escalator repair. Repairs shall generally be performed by repair crews, not by maintenance mechanics. All repairs shall be scheduled through the Project Manager.
- E. The contractor shall provide, maintain and use a "lock box" system for each machine room. The County will provide a key to each machine room door lock for placement into the "lock box". All Contractor's personnel are to possess keys (keyed alike) to the lock box to facilitate access to County equipment by all necessary personnel.

3.15 RECORDS MANAGEMENT

The contractor is required to submit certain documents within this paragraph in written format. In the interest of efficiency and to minimize paperwork, the County will accept the contractor reports on electronic media in the form of data diskette (s) providing that the contractor provides the County the necessary software to read and if necessary copy the data to paper.

SECTION 3
TECHNICAL SPECIFICATIONS

A. SERVICE RECEIPTS:

The contractor shall submit monthly (with their invoice) to the Project Manager, a copy of the mechanic's service receipt indicating the date, time and nature of service performed. These service receipts shall be signed by a responsible County employee at the time the work is performed.

In the event the mechanic cannot get the signature of a responsible County employee to give credit for the extra time expended in an emergency call response and/or repairs, they will leave a copy of the service receipt in the machine room and/or complete log book provided by the County, and so advise the project manager as soon as possible.

B. SURVEY REPORTS

The Contractor shall perform a complete survey of the equipment bi-annually to insure compliance with the contract and determine the condition of equipment.

The Contractor shall submit an annual supervisor's inspection report, to Dade County Elevator Engineer and Project Manager, at least two (2) months prior to the anniversary of the renewal and price adjustment of the contract. The inspection must be performed and signed by the contractor's maintenance supervisor. Forms may be obtained from GSA Facilities Management Division.

If the contractor fails to perform the required survey and/or submit the written report of conditions in a timely manner, the County reserves the right to perform the survey with their personnel or to contract it to third party consultant, the cost of which will be deducted from monies due to the contractor as a part of this contract, as determined by the contract administrator.

C. MONTHLY LOG

The Contractor shall provide the Project Manager with a monthly log of all repairs and minor adjustments made in addition to the preventive maintenance work. This log shall consist of the time the complaint was registered, the nature of the complaint, the correction of the problem and the amount of time required to correct the problem.

At the County's discretion, the log book may be maintained either in the machine room or other designated area. The Service Contractor is to complete the log on each routine visit.

D. CHECK CHART

The contractor shall maintain on the job site and have available for inspection at all times, a check chart indicating the service routine that has been performed on the most recent visit. Copies of check charts will be submitted to the Elevator Engineer on the anniversary of each contract year and at the time of conclusion of the contract. A copy may be required upon demand by the Elevator Engineer. A copy of this chart will be displayed in the Elevator Machine room or a specified location in the case of escalators.

Check chart information may be stored and retained via electronic media, provided that the County is provided with the necessary software to access and retrieve data for all time periods.

SECTION 3
TECHNICAL SPECIFICATIONS

E. SAFETY TEST REPORTS

The Contractor shall perform periodic safety tests on all elevators, moving walks, and other equipment included in ASME A17.1. Tests are to include all semi-annual, annual, and including five (5) year safety, governor and buffer tests as specified in Paragraph 3.12J. The Contractor shall perform monthly tests of the elevator portion of emergency power operation and firefighter service Phase I and II as required by current edition of ASME A17.1. In the case of five (5) year safety tests, a written report conforming to ASME A17.1 and A17.2 reflecting results of the test shall be submitted to the Elevator Engineer following the test for County records (see attached form). For other tests, the original reports shall be mailed to the authority having jurisdiction, as required by law, and a copy of a report for each test will be left in the elevator logbook referenced in 3.14C.

F. WITNESSING OF TESTS

The ASME A17.1 and Florida Statutes Chapter 399 by adoption of A17.1, requires all periodic safety tests on elevator, escalator, moving walk, and other equipment, to be witnessed by a "Qualified Elevator Inspector". The contractor shall provide a schedule of tests to be performed to the authority having jurisdiction, the Miami-Dade County General Services Administration – Elevator Section, prior to the tests being performed, so the authority may provide a witness. If the authority does not provide a witness, and the State of Florida permits the witness to be an employee of the contractor, such witness, shall be provided as part of the contract. If the witness is an employee or a sub-contractor of the contractor, the report of the test results required by the State shall be transmitted to the authority having jurisdiction, and a copy shall be given to the Elevator Engineer.

G. INSPECTION/AUDIT

The County reserves the right to inspect any of the Contractor's local or regional facilities and records, for the purposes of insuring compliance with the requirements of this contract, at any time during normal working hours, by the Contract Administrator or authorized designee.

3.16 TOOLS

The maintenance contractor shall provide evidence of their ability to execute efficient and timely repairs of the elevator and/or escalator equipment. Part of this evidence shall be a list of their inventory of special tools used in the maintenance and repair of the elevator and/or escalator equipment covered under this contract. A minimum list, in addition to the common tools of the elevator and/or escalator trade shall be provided. (See Bid Proposal Attachment Form #3) Contractor shall complete a list of the tools that they either on the service trucks or in their shop. Tools which they do not physically possess, must be reported where they are available for mechanic's use. See attached Bid Proposal Attachment Form #3.

3.17 PARTS (SPARE)

A. The Contractor shall furnish and maintain in the building by description and quantity, as a minimum inventory of replacement parts, not less than the original manufacturer's recommended stock of parts listed in each manufacturer's renewal parts book for each elevator and/or each escalator. These replacement parts shall be stored in a steel cabinet

SECTION 3
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provided by the Contractor and located in the County's elevator machine room or other designated location. Contractor shall maintain an accurate and up-to-date inventory control record indicating the date and quantities of each charge-out and re-and/or Elevator Engineer and their representative shall have access to both the inventory control records and the actual parts inventory at all times for the purpose of examining and insuring the Contractor's compliance. At the termination of the contract, the stock replacement parts and parts cabinet shall remain the property of the maintenance contractor, at which time same shall be removed from the site.

NOTE: The Project Manager or designated representative shall have access to the contractor's local facilities for purposes of verifying the local inventory, at any time during normal working hours.

- B. It shall be the responsibility of the elevator and/or escalator maintenance contractor to supply original replacement parts or parts that have been approved as equal or of superior quality by the manufacturer to maintain basic feature functions as installed.

NOTE: Dade County shall not be charged for replacement parts that are no longer production items or are otherwise deemed obsolete. If a component fails for which there is no available OEM replacement due to obsolescence, the contractor shall replace the entire component or assembly at their sole expense, including redesigned model assemblies. Total replacement may include, but not be limited to, hydraulic valves, controllers, door operators, generators, timers, motors, etc.

- C. The maintenance contractor at the discretion of the County shall maintain at the job site or their local facilities, a supply of major components and parts to include all motors and other components such as field coils, rotating elements, stators armatures and bearings. The contractor shall also maintain brake coils, bearings, packing seals, pumps, pump motors, printed circuit boards and solid state components for use as spare parts in emergency repairs. These spare parts and components shall be of the same voltage and electrical characteristics, size and metallic compound as was originally installed. A "Parts Lending" plan is an acceptable alternative and recommended as explained in the next paragraph. In the case of Critical Elevators, the Contractor, if other than the original manufacturer, agrees to provide a fully executed "Parts Lending Plan" which is an agreement between the Maintenance Service Contractor and the Manufacturer (of the original elevator and/or escalator and/or its parts) to lend at once a needed replacement part from the spare parts inventory of the manufacturer, giving at the same time, the manufacturing order to replace that part to said inventory of the manufacturer. A copy of the agreement must accompany the bid. If the original manufacturer is no longer in business, a Parts Lending Plan will be required with the component manufacturers.

- D. The equipment maintained under this contract is of the utmost importance to Metropolitan Dade County.

1. Facilities that are classified as "Critical" must be restored to service in the shortest possible time. If a part or component fails for which the contractor does not have an on-hand (local-stock) replacement, the contractor shall immediately have a spare-lending replacement or permanent replacement shipped via the most expedient method (air-express or similar) by no later than the following working day. If a component or part is identified

SECTION 3
TECHNICAL SPECIFICATIONS

as requiring replace prior to failure, the contractor shall have a spare-lending or permanent replacement on-site prior to commencement of repair to minimize down time.

2. Facilities that are classified as "Non-Critical" must be restored to service in the most reasonable possible time. Replacement parts or components needed that may not be in local stock may be shipped by the most reasonable means, (Time/value) in order to restore that elevator to service in a reasonable time. Major components identified as requiring replacement/repair prior to failure, must have an available shop to repair or replacement on-site, to restore the elevator in the most reasonable time.

NOTE: Some critical County facilities are provided with County-owned major component parts such as valves, motors, pumps, etc. for use only at these facilities for emergency replacement.

As these parts are used, the replaced component shall be rebuilt or otherwise replaced with identical replacement and re-stocked in the designated facility warehouse at the expense of contractor.

3.18 LUBRICANTS

The lubricants used shall comply with the specifications for lubricants recommended by the equipment manufacturer for the particular device to be lubricated. Oils and grease shall be of approved manufacture. Rope lubricants shall conform to manufacturer's recommendation and ANSI/ASME Inspector's Manual A17.2 Lubricants shall be stored in proper containers.

All spent lubricants and chemicals shall be disposed of in a proper, legal manner.

3.19 WORKING HOURS

- A. The mechanic shall report to the Project Manager or designated representative upon arrival and departure from the County facilities.
- B. Perform all work covered in this contract including examination, cleaning, adjustment, lubrication, repairs and replacement during regular working hours of the elevator and/or escalator trade. Shut downs approximately 15 minutes to an hour are permitted in performing non-emergency inspections and repairs, and routine maintenance; except as otherwise noted. Scheduled Shut-Downs for major work, and longer than an hour in duration may be at overtime rates between 6:00 P.M. and 7:00 A.M. weekdays, or on weekends and holidays, and requires prior approval from the Project Manager.
- C. There are some facilities, such as the Miami International airport, where all scheduled shut-down maintenance and repair must be performed after normal working hours, during non-peak hours. These items will be identified on the bid proposal forms. All scheduled work requiring shut-down of this identified equipment except emergencies and major repairs which exceed eight (8) hours, shall be performed after normal hours, on a schedule to be determined by the project manager. Major repair work which exceeds the normal agreed upon after hours shift, if still on overtime, shall be compensated to the contractor as described in paragraph "F".

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- D. This contract includes emergency, minor adjustments, and call-back service during regular working hours and other than regular working hours, at no additional charge. (Except where specifically excluded on the bid form)
- E. The contractor shall provide regular and overtime call back service when requested by the Project Manager or designated representative.
- F. If the County requests the contractor to perform overtime repairs covered in the contract, the current established regular time rate shall be absorbed by the contractor. The County will compensate for overtime hours at the current established overtime rate less the regular rate. (Except where provided for on the bid form)
- G. If the County requests the performance of regular or overtime call-back service to make adjustment or repair work for which the contract does not provide, the contractor will be compensated for the time required to perform the work plus travel time at the current established regular or overtime rate.
- H. The established charge per hour for regular and overtime labor for mechanics and helpers shall be as stipulated by the Contractor in the space provided on the Proposal Form.

3.20 EQUIPMENT TO BE MAINTAINED

The elevator and/or equipment to be serviced under this maintenance contract are as indicated on Bid Proposal Form.

3.21 ADDITIONS AND DELETIONS

It is intended that during the term of the contract additional units may be added at a price derived from like units bid. In the same manner, units may be deleted from the contract during the contract period.

3.22 MEASUREMENT OF PERFORMANCE

RELIABILITY

- A. Each individual Elevator/Escalator shall be capable of reliable operation, meeting the following modes of operation and loading criteria:
 - 1. 7,600 operating hours per year.
 - 2. 90% of full load capacity for peak periods of one (1) hour duration, twice daily.
 - 3. 50% of full load capacity for peak periods of one (1) hour duration, twice daily.
 - 4. Availability of not less than 98% for each escalator and 99% for each elevator.

AVAILABILITY

- B. Availability: (A) is defined as the period of normal operational time the elevator is available for use.

$$A = \underline{\hspace{1cm}} \text{ MTBF (hours)}$$

SECTION 3
TECHNICAL SPECIFICATIONS

MTBF (hours) + MTTR (hours)

1. Mean Time Between Failure (MTBF) is defined as:

$$\text{MTBF} = \frac{T}{F} \quad T = \text{Actual Operating Time (hours)}$$

F = Number of failures in actual operating time

2. Mean Time to Repair (MTTR) is defined as the average time required to restore escalator to service after failure occurs.
3. Availability shall be determined exclusive of shutdowns due to vandalism, overloading, activation of safety devices by external cause and routine maintenance shutdown. Shutdowns for major repair shall be included in availability calculations.

3.23 INTENTIONALL OMITTED

3.24 SPECIAL REQUIREMENTS FOR HURRICANE SEASON (June 1 to November 30)

For projects which are undergoing major repair or modernization, the contractor is responsible for parts, components and materials which are stored on the job site, not yet installed on the equipment. While every reasonable precaution will be taken to protect property, the County has some facilities which are prone to major flooding, due to design and/or location. In those cases, the contractor shall take measures to secure their work site and protect the County's equipment and facility, in the area of their work, and their equipment stored at the facility, or remove the equipment, parts, components and materials not yet installed, upon the issuance of a Hurricane Warning by the National Hurricane Center for the location of the subject facility. The County shall not be liable for any damage done to equipment, parts, components and materials not yet installed.



**OPENING: 2:00 P.M.
WEDNESDAY
, 2005**

**Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983**

**INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM**

**PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

| | | | |
|-----------------------------|----------------------------|---------------------|---|
| Issued by: Robin Webb | DPM Purchasing Division | Date Issued: 1/7/05 | This Bid Submittal Consists of Pages 63 through 96 |
|-----------------------------|----------------------------|---------------------|---|

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**ELEVATOR MAINTENANCE SERVICES FOR OTIS ELEVATOR
EQUIPMENT FOR VARIOUS MIAMI-DADE COUNTY DEPARTMENTS**

| DO NOT WRITE IN THIS SPACE | |
|-----------------------------------|-----------------------|
| ACCEPTED _____ | HIGHER THAN LOW _____ |
| NON-RESPONSIVE _____ | UNRESPONSIBLE _____ |
| DATE B.C.C. _____ | NO BID _____ |
| ITEM NOS. ACCEPTED _____ | |
| COMMODITY CODE: 295-70 | |
| Sr. Procurement Agent | Robin Webb |

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO SIGN PAGE 95 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

NOTE: ALL PRICING FOR ALL ITEMS BELOW ARE CONTAINED IN OTIS PROPOSAL DATED Jan. 6, 2005 SIGNED BY THOMAS R. VINING. THIS PROPOSAL IS HEREBY INCORPORATED BY REFERENCE WITH A HARD COPY ATTACHED HERETO.

GROUP #1: DADE COUNTY COURTHOUSE

**73 WEST FLAGLER STREET
MIAMI, FL. 33130
CONTACT: DAVID RACINE
305/349-7600**

Item #1.1 High Rise Elevators

| | |
|---|--|
| 12 MONTHS (CRITICAL) EXAM FREQ. WEEKLY | Four (4) Otis Elevators Electric Passenger Elevators, 25 Stops/Openings, Perm s/n 0315, 16, 17 & 18. Mfg I.D. #122975, 76, 77 & 78. |
|---|--|

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 1.1: \$ _____ /Month X 12 = \$ _____ /Year

Item #1.2 Low Rise Elevators

| | |
|---|--|
| 12 MONTHS (CRITICAL) EXAM FREQ. WEEKLY | Four (4) Otis Gearless Traction Elevators Electric Passenger Elevators, 6 Stops/Openings, Perm s/n 0311, 12, 13 & 14. Mfg. I.D. #122971, 72, 73 & 74. |
|---|--|

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 1.2: \$ _____ /Month X 12 = \$ _____ /Year

Item #1.3 High Rise Shuttle Elevator

| | |
|--|---|
| 12 MONTHS (CRITICAL) EXAM FREQ. BI-WEEKLY | One (1) Otis Gear Traction Electric Passenger Elevators, 7 Stops/Openings, Perm s/n 0319. Mfg. I.D. #122979. |
|--|---|

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #1 (cont'd)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 1.3: \$ _____ /Month X 12 = \$ _____ /Year

GROUP #2: METRO JUSTICE BUILDING1351 NW 12TH. STREET

MIAMI, FLORIDA 33152

CONTACT: THOMAS PLUMMER

305/548-5220

Item #2.1

12 MONTHS Two (2) Otis Gearless Traction
 (CRITICAL) Electric Passenger Elevators, 9 Stops/Openings,
 EXAM FREQ. Perm s/n 0391 & 93.
 WEEKLY Mfg. I.D. #274562 & 64.

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 2.1: \$ _____ /Month X 12 = \$ _____ /Year

Item #2.2

12 MONTHS One (1) Otis Gearless Traction
 (CRITICAL) Electric Passenger Elevators, 10 Stops/Openings,
 EXAM FREQ. Perm s/n 0392
 WEEKLY Mfg. I.D. #274563.

GROUP #2 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 2.2: \$ _____ /Month X 12 = \$ _____ /Year

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

Item #2.3

12 MONTHS
(CRITICAL)
EXAM FREQ.
BI-WEEKLY

Two (2) Otis Geared Traction
Electric Passenger Elevators, 2 Stops/Openings,
Perm s/n 0394 & 95.
Mfg. I.D. #274565 & 66.

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 2.3: \$ _____ /Month X 12 = \$ _____ /Year

Item #2.4

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Ten (10) Otis R.E. 32" Escalators

Perm s/n 0396, 7, 8 & 9; 0400-405
Mfg. I.D. #274556, 7, 8 & 9; 274560-562; 274855-858.

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 2.4: \$ _____ /Month X 12 = \$ _____ /Year

Item #2.5

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

West Service Elevator (aka "Judges Car")
One (1) Otis Gearless Passenger Service Elevator
12 stops/13 openings: 5000lbs@ 500 FPM
Perm. Ser. #9670; Mfg. I.D.# 507928

Labor component of the contract price: \$ _____ /Month

Material component of the contract price: \$ _____ /Month

Total for Labor and Materials: \$ _____ /Month X 12 = \$ _____ /Year

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #2 (con't.)**Item #2.6**

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Prisoner Elevator
One (1) Otis Gearless Passenger Service Elevator
8 stops/openings; 8500lbs.@ 500 FPM
Perm. Ser.# 9671; Mfg. I.D. # 507929

Labor component of contract price: \$_____ /Month

Material component of contract: \$_____ /Month

Total for Labor and Materials: \$_____ /Month X 12 = \$_____ /Year

Item #2.7

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Handicapped Elevator
One (1) Otis Hydraulic Passenger Elevator
2 stops/openings; 5000 lbs. @ 100 FPM
Perm. Ser. #xxxx; Mfg. I.D. #507930

Labor component of contract price: \$_____ /Month

Material component of contract price: \$_____ /Month

Total of Labor and Materials: \$_____ /Month X 12 = \$_____ /Year

GROUP #3: COURTHOUSE CENTER

**175 NW 1ST. AVENUE
MIAMI, FLORIDA
CONTACT: BONNIE HARGET
305/349-5501**

Item #3.1

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Six (6) Otis Gearless Traction Passenger Elevator
3500 lbs. @ 700, 21 Stops/Openings; rise 344'06"
Perm s/n _____
Mfg. I.D. #504492-497

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #3, Item 3.1 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 3.1: \$ _____ /Month X 12 = \$ _____ /Year

Item #3.2

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

One (1) Otis Geared Traction Passenger Service Elevator
4500 lbs. @ 350 FPM, 29 Sops/Openings; rise 344'06"
Perm s/n _____.
Mfg. I.D. #504500.

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 3.2: \$ _____ /Month X 12 = \$ _____ /Year

Item #3.3

12 MONTHS
(CRITICAL)
EXAM FREQ.
BI-WEEKLY

Three (3) Otis Geared Traction Passenger Elevator
3500 lbs. @ 300 FPM, 5 Sops/Openings; rise 49'10"
Perm s/n #4578-580.
Mfg. I.D. #274265-267.

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 3.3: \$ _____ /Month X 12 = \$ _____ /Year

Item #3.4

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Clerk's Dumbwaiter
One (1) Otis/D.A. Matot Drum Dumbwaiter
2stops/openings; 500 lbs. @ 50 FPM
Perm. Ser. #xxxx; Mfg. I.D. #D42215

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #3 Item 3.4 (con't.)

Labor component of contract price: \$ _____ /Month

Material component of contract price: \$ _____ /Month

Total of Labor and Materials: \$ _____ /Month X 12 = \$ _____ /Year

GROUP #4: THE GRAHAM BUILDING**1350 NW 12TH. AVENUE****MIAMI, FLORIDA****CONTACT: FLORENCIO PEREZ****305/547-0180****Item #4.1**

12 MONTHS Three (3) Otis Geared Traction Passenger Elevator
 (CRITICAL) 3500 lbs. @ 300 FPM, 5 Stops/Openings; rise 49'10"
 EXAM FREQ. Perm s/n #4578-80
 BI-WEEKLY Mfg. I.D. #274265-67

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 4.1: \$ _____ /Month X 12 = \$ _____ /Year

GROUP #5: DATA PROCESSING CENTER AND ELECTIONS BLDG.**DATA PROCESSING AND COMMUNICATIONS CENTER****5860 SW 87TH. AVENUE****MIAMI, FLORIDA****CONTACT: WAYNE GURNEE (305) 596-8015****Item #5.1**

12 MONTHS One (1) Otis Plunger Electric Passenger Elevator
 (CRITICAL) 3000 lbs. @ 125 FPM, 3 Stops/Openings
 EXAM FREQ. DC s/n #2262
 MONTHLY Mfg. I.D. #500921

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #5 Item 5.1 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 5.1: \$ _____ /Month X 12 = \$ _____ /Year

ELECTIONS BUILDING
2700 N.W. 87 AVE.
MIAMI, FLORIDA
CONTACT: MIKE CRUZ (786) 315-2892

Item 5.2

| | |
|------------|---|
| 12 MONTHS | One (1) Otis Hydraulic Passenger Service Elevator |
| CRITICAL | 2 stops/openings; 2500lbs @ 125 FPM |
| EXAM FREQ. | Perm. State Ser. # 70893 |
| MONTHLY | Mfg. I.D. # 453565 |

GROUP #6: AVIATION DEPARTMENT

MIAMI INTERNATIONAL AIRPORT
MIAMI, FLORIDA
CONTACT: JORGE MARIN
305/869-1484

Item #6.1 Parking Garages #3, 4 & 5.

| | |
|------------|--|
| 12 MONTHS | Twelve (12) Otis Geared Traction Passenger Elevators |
| (CRITICAL) | 3500 lbs. @ 250 FPM; 7 Stops/Openings |
| EXAM FREQ. | |
| WEEKLY | |

GARAGE #3

| DCAD | MFG ID# | PERM S/N |
|------|---------|----------|
| 0493 | 304202 | 0493 |
| 2079 | 500824 | 2079 |
| 0494 | 304203 | 0494 |
| 0495 | 304204 | 0495 |
| 2080 | 500825 | 2080 |

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.1 (con't.)

GARAGE #4

| DCAD | MFG. ID# | PERM S/N |
|------|----------|----------|
| 1476 | 304208 | 1476 |
| 1184 | 304209 | 1184 |
| 1183 | 304210 | 1183 |
| 2081 | 500825 | 2081 |

GARAGE #5

| DCAD | MFG. ID# | PERM S/N |
|------|----------|----------|
| 0302 | 304205 | 0302 |
| 0209 | 304206 | 0209 |
| 1475 | 304207 | 1475 |

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.1: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.2**CONCOURSE G**

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

One (1) Otis Plunger Electric Passenger Elevator
2000 lbs. @ 100 FPM, 2 Stops/openings
DCAD _____ Perm s/n 0502
Mfg. I.D.#300544

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.2: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.3**SKYPORT**

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Two (2) Otis/Esco Plunger Electric Passenger Elevator
2500 lbs. @ 200 FPM, 2 Stops/openings
DCAD s/n 79 81
Mfg. I.D.#6765, 66

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.3 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.3: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.4**BUILDING #54**

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

One (1) Otis /Traction Electric Passenger Elevator
2500 lbs. @ 200 FPM; 3 Stops/Openings
Perm s/n 0707
Mfg. I.D.#302433

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.4: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.5**BUILDING #60**

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

One (1) Otis /Traction Electric Freight Elevator
3000 lbs. @ 200 FPM; 4 Stops/Openings
Perm s/n #DC0709
Mfg. I.D.#273490

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.5: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.6**BUILDING #5A**

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Three (3) Otis Geared /Traction Electric Passenger Elevators
4 Stops/Openings
Perm s/n #0648-50
Mfg. I.D.#303039-41

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.6 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.6: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.7 BUILDING #11 SUSPENDED

12 MONTHS Two (2) Otis Geared Traction Electric Passenger Elevators
 (CRITICAL) 4 Stops/Openings
 EXAM FREQ. Perm s/n #0658-59
 WEEKLY Mfg. I.D.#302572-73

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.7: \$ _____ /Month X 12 = \$ _____ /Year

Interim Maintenance for Geared Traction Elevators \$ _____ /Month

Item #6.8 BUILDING #11A

12 MONTHS One (1) Otis Geared Traction Electric Passenger Elevators
 (CRITICAL) 4 Stops/Openings
 EXAM FREQ. Perm s/n #0647
 WEEKLY Mfg. I.D.#303413

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.8: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.9 BUILDING #16

12 MONTHS Three (3) Otis Gearless Traction Electric Passenger Elevators
 (CRITICAL) Two (2) w/9 Stops/Openings, One (1) w/10 Stops/Openings
 EXAM FREQ. Perm s/n #0651-53
 WEEKLY Mfg. I.D.#302130-132

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.9 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.9: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.10 BUILDING #22

12 MONTHS One (1) Otis Geared Traction Electric Freight Elevators
 (CRITICAL) Three (3) Stops/4 Openings
 EXAM FREQ. Perm s/n #1195
 WEEKLY Mfg. I.D.#300189

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.10: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.11 BUILDING #24

12 MONTHS One (1) Otis Geared Electric Freight Elevators
 (CRITICAL) Four (4) Stops/5 Openings
 EXAM FREQ. Perm s/n #1324
 WEEKLY Mfg. I.D.#304658

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.11: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.12 BUILDING #24

12 MONTHS One (1) Otis Geared Dumbwaiter
 (CRITICAL) Four (4) Stops/Openings
 EXAM FREQ. Perm s/n #1325
 MONTHLY Mfg. I.D.#304659

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.12(con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.12: \$ _____ /Month X 12 = \$ _____ /Year

Interim Maintenance for Geared Dumbwaiter, each \$ _____ /Month

Item #6.13 BUILDING #30

12 MONTHS One (1) Otis Geared Traction Electric Passenger Elevators
 (CRITICAL) Seven (7) Stops/Openings
 EXAM FREQ. Perm s/n #0654-56
 WEEKLY Mfg. I.D.#303319-321

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.13: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.14 BUILDING #30

12 MONTHS One (1) Otis Geared Traction Electric Service Elevators
 (CRITICAL) Seven (7) Stops/13 Openings
 EXAM FREQ. Perm s/n #0657
 WEEKLY Mfg. I.D.#303322

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.14: \$ _____ /Month X 12 = \$ _____ /Year

**Item #6.15 PAN AMERICAN COMPLEX
BUILDING 43 INTERNATIONAL FLIGHT ACADEMY**

12 MONTHS Three (3) Otis Plunger Electric Elevators
 (CRITICAL) 3000 lbs. @ 125 FPM Model LR-3012
 EXAM FREQ. Perm s/n #2413-15
 WEEKLY Mfg. I.D.#501778-780

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.15(con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.15: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.16 BUILDING 3095

12 MONTHS One (1) Otis Gearless Electric Passenger Elevators
 (CRITICAL) 10 Stops/Openings
 EXAM FREQ. Perm s/n #1327
 WEEKLY Mfg. I.D.#304498

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.16: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.17 BUILDING 3095 SUSPENDED

12 MONTHS Four (4) Otis Gearless Electric Passenger Elevators
 (CRITICAL) 9 Stops/Openings
 EXAM FREQ. Perm s/n #1328-31
 WEEKLY Mfg. I.D.#304499-502

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.17: \$ _____ /Month X 12 = \$ _____ /Year

Interim Maintenance for Gearless Traction Elevators \$ _____ /Month

Item #6.18 BUILDING 3095

12 MONTHS One (1) Otis Gear Electric Passenger Elevators
 (CRITICAL) 11 Stops/Openings
 EXAM FREQ. Perm s/n #1332
 WEEKLY Mfg. I.D.#304503

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.18 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.18: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.19 BUILDING 3095 SUSPENDED

12 MONTHS Two (2) Otis Geared Electric Passenger Elevators
 (CRITICAL) 4 Stops/Openings
 EXAM FREQ. Perm s/n #1333-34
 WEEKLY Mfg. I.D.#304504-505

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.19: \$ _____ /Month X 12 = \$ _____ /Year

Interim Maintenance for Geared Traction Passenger Elevator \$ _____ /Month

Item #6.20 BUILDING 3094

12 MONTHS Two (2) Otis Gear Electric Passenger Elevators
 (CRITICAL) 7 Stops/Openings
 EXAM FREQ. Perm s/n #1337-338
 WEEKLY Mfg. I.D.#304506-507

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.20: \$ _____ /Month X 12 = \$ _____ /Year

Item #6.21 BUILDING 3095

12 MONTHS One (1) Otis Geared Electric Dumbwaiter
 (CRITICAL) 2 Stops/Openings
 EXAM FREQ. Perm s/n #1326
 WEEKLY Mfg. I.D.#304508

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #6 Item 6.21 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 6.21: \$ _____ /Month X 12 = \$ _____ /Year

Interim Maintenance for Geared Dumbwaiter \$ _____ /Month

GROUP 7 MIAMI-DADE TRANSIT AGENCY ADMINISTRATION**CONTACT: ADRIAN JONES****PH: 305-884-7585****MARTIN LUTHER KING STATION – GARAGE****6205 NW 27TH. AVENUE****MIAMI, FLORIDA****Item #7.1**

| | |
|--|--|
| 12 MONTHS (CRITICAL) EXAM FREQ. BI-WEEKLY | Two (2) Otis/Plunger Electric Passenger Elevator 3500 lbs. @ 125 FPM Model LRS3512) Perm s/n DC #6586 (MDTA #5 & 6)) Mfg. I.D.#504282-283 |
|--|--|

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.1: \$ _____ /Month X 12 = \$ _____ /Year

Item #7.2

| | |
|--|--|
| 12 MONTHS (CRITICAL) EXAM FREQ. BI-WEEKLY | One (1) Otis/Plunger Electric Passenger Elevator 200 lbs. @ 125 FPM Model LRS2012) Perm s/n DC #6585 (MDTA #4) Mfg. I.D.#504284 |
|--|--|

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #7 Item 7.2 (con't.)

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.2: \$ _____ /Month X 12 = \$ _____ /Year

Item #7.3

LIMITED USAGE Same as Item 9.01 however only one unit
 Will be placed in operation at a time

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.3: \$ _____ /Month X 12 = \$ _____ /Year

It is understood and agreed that a credit of 40% of the monthly contract price, currently amounting To \$ 202.96 will be allowed from the monthly contract price. This reduction is allowed because of the lack of usage of elevator numbers 504282 and 504283 in the garage. The reduction will be subject to regular review by us, and will remain in effect until the first floor of the garage is fully utilized, at which time the credit will be discontinued immediately.

TRI-RAIL STATION
1125 N.E. 25TH. STREET
HIALEAH, FLORIDA

Item #7.4

12 MONTHS One (1) Otis/Plunger Electric Passenger Elevator
 (CRITICAL) 3500 lbs. @ 125 FPM 3 Stops/Openings
 EXAM FREQ. Perm s/n DC #1451
 BI-WEEKLY Mfg. I.D.#505300

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.4: \$ _____ /Month X 12 = \$ _____ /Year

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

Item #7.5

12 MONTHS
(CRITICAL)
EXAM FREQ.
BI-WEEKLY

One (1) Otis/Plunger Electric Passenger Elevator
3500 lbs. @ 125 FPM 2 Stops/Openings
Perm s/n DC #688
Mfg. I.D.#505301

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.5: \$ _____ /Month X 12 = \$ _____ /Year

Item #7.6

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

One (1) Otis Escalator Model 510
9000 PPH @ 100 FPM rise 14' 1-1/2"
Perm s/n DC #1213
Mfg. I.D.#505299

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.6: \$ _____ /Month X 12 = \$ _____ /Year

Item #7.7

12 MONTHS
(CRITICAL)
EXAM FREQ.
WEEKLY

Two (2) Otis Escalator Model 510
9000 PPH @ 100 FPM rise 17' 8-1/2"
Perm s/n DC #1419 & 1445
Mfg. I.D.# 505297-98

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.7: \$ _____ /Month X 12 = \$ _____ /Year

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

GROUP #7 (con't.)

TRANSIT REVENUE ROOM
111 N.W. 1ST ST. MIAMI, FLORIDA
CONTACT: ADRIAN JONES (305) 884-7585

Item #7.8

12 MONTHS One (1) Otis Hydraulic Passenger Elevator
 CRITICAL 2 stops/openings; 2500lbs@ 100 FPM
 EXAM FREQ. Perm. State Ser.# 6006
 MONTHLY Mfg. I.D.# 459792

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.8: \$ _____ /Month X 12 = \$ _____ /Year

DOUGLAS ROAD PEDESTRIAN OVERPASS
3750 SOUTH DIXIE HIGHWAY
CONTACT: ADRIAN JONES (305) 884-7585

Item #7.9

12 MONTHS Two (2) Otis Hydraulic Passenger Elevators
 CRITICAL 2 stops/openings; 2500lbs @ 100 FPM
 EXAM FREQ. Perm. State Ser. #'s 73239, 73240
 MONTHLY Perm. DC #'s 10292, 10293; Mfg. I.D. #'s 466991, 466992

Material Component of the Contract Price: \$ _____ /Month

Labor Component of the Contract Price: \$ _____ /Month

Total Contract Price for Item 7.9: \$ _____ /Month X 12 = \$ _____ /Year

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

Rate of Labor to be paid by the County for Emergency Services in accordance with Paragraph 3.13 and 3.19 of the specifications as follows:

| <u>ELEVATOR MECHANIC'S HELPER</u> | <u>STAND-BY</u> | <u>MINOR REPAIR</u> | <u>MAJOR REPAIR</u> |
|---|-----------------|---------------------|---------------------|
| 10.1 During Regular working hours: | \$____/Hr. | \$____/Hr. | \$____/Hr. |
| 10.2 During other than regular working hours: and Saturdays | \$____/Hr | \$____/Hr. | \$____/Hr. |
| 10.3 During Sundays and Holidays: | \$____/Hr | \$____/Hr. | \$____/Hr. |
| <u>ELEVATOR MECHANIC</u> | <u>STAND-BY</u> | <u>MINOR REPAIR</u> | <u>MAJOR REPAIR</u> |
| 10.4 During Regular working hours: | \$____/Hr | \$____/Hr. | \$____/Hr. |
| 10.5 During other than regular working hours: and Saturdays | \$____/Hr | \$____/Hr. | \$____/Hr. |
| 10.6 During Sundays and Holidays: | \$____/Hr | \$____/Hr. | \$____/Hr. |
| <u>ELEVATOR FOREMAN/ADJUSTOR</u> | <u>STAND-BY</u> | <u>MINOR REPAIR</u> | <u>MAJOR REPAIR</u> |
| 10.7 During Regular working hours: | \$____/Hr | \$____/Hr. | \$____/Hr. |
| 10.8 During other than regular working hours: and Saturdays | \$____/Hr | \$____/Hr. | \$____/Hr. |
| 10.9 During Sundays and Holidays: | \$____/Hr | \$____/Hr. | \$____/Hr. |

The contractor will be obligated to perform work at the rates specified, but the County will not be obligated to obtain emergency or additional services from the Contractor if it does not desire to do so.

For definition of minor/major work see paragraph 3.1 minor work shall be considered as that which can be performed by one person, i.e. call back or other work as recognized by industry standards as minor.

Parts and purchased goods used as a part of open order work (not including firm quotations) described in paragraph 3.13 A and B shall be priced in accordance with the following:

Original equipment manufactured parts, or authorized replacements, shall be priced in accordance with the contractor's OEM catalog prices, less this percentage: _____%

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

Externally purchased products, shall be priced at actual cost paid, plus the following markup to be included: _____ %

INTERIM MAINTENANCE:

To the following category of service is to provide for the Interim Maintenance, care and minimal operation of equipment which is completed, but not into operation by owner or certified by Building and Zoning. The Interim Maintenance shall include the same provisions as for full maintenance provided for in the bid specifications except for call backs and with the understanding that covered units shall not be into operation deterioration due to lack of use. Units may be added and deleted from this category during the contract at the following quoted rates.

Item #1 Interim Maintenance for Standard Escalators, each:
\$ _____

Item #2 Interim Maintenance for Glass Escalators, each:
\$ _____

Item #3 Interim Maintenance for Hydraulic Passenger Elevators, each:
\$ _____

Item #4 Interim Maintenance for Geared Traction Passenger Elevators, each:
\$ _____

Item #5 Interim Maintenance for Moving Walks, each:
\$ _____

Item #6 Interim Maintenance for Moving Ramps, each:
\$ _____

Item #7 Interim Maintenance for Dumbwaiters, each:
\$ _____

Item #8 Interim Maintenance for Gearless Traction Elevators, each:
\$ _____

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

NOTE: THIS SECTION APPLIES TO ALL GROUPS AND MAINTENANCE BID ITEMS:

The monthly paid price as well as modernization prices stipulated in all Bid Items shall be divided into labor factor and materials factor costs, which shall be adjusted as specified in Paragraph 3.5 of the Technical Specifications

Straight time hourly cost paid to mechanics applicable to this contract is \$_____ of which \$_____ constitutes the cost of fringe benefits, effective date is: _____.

Producers Price Index; Commodity 10: Metals and Metal Products: _____
Please state month and year to which the P.P.I. is applicable: _____.

Above pricing is subject to price adjustments in accordance with Paragraph 3.5B of the Special Conditions.

The contractor will be obligated to perform work at the rates specified, but the County will not be obligated to obtain emergency or additional services from the Contractor if it does not desire to do so.

Long Term Maintenance Discount Option: the County may choose the option of a long-term contract up to a maximum of twenty (20) years for discounts offered by the Bidder. The discounts shall apply to all maintenance to all maintenance bid items, in accordance with paragraph 2.5a of the specifications as follows:

| <u>Term of Contract</u> | <u>Discount Offered</u> |
|-------------------------|-------------------------|
| Five (5) year term | _____ % |
| Ten (10) year term | _____ % |
| Fifteen (15) year term | _____ % |
| Twenty (20) year term | _____ % |

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

A. PRE-MAINTENANCE PROPOSAL

Bidder to state the repairs (by item, if any) and proposed cost of (by item); that are required immediately to provide safe and proper operation of the equipment to be maintained:

B. SUGGESTED UPGRADES

Bidder to state suggested upgrading to comply with the Present Day Code or Manufacturer's recommendation:

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

ATTACHMENT FORM #1Date: ____/____/____
Month Day Year

CERTIFICATE # _____

CERTIFICATE OF COMPETENCY:

Name of Examining Board: _____

Complete address of Examining Board: _____

Name of Qualified Person: _____

Address of Qualified Person: _____

Business Phone Number of Qualified Person: _____

Expiration Date of Certificate of Competency: _____

ATTACHED PHOTOCOPY FOR VERIFICATION OF THE ABOVE EXPERIENCE:I/We hereby that we have been in the business of Elevator and/or Escalator Maintenance Service
(as stated in paragraphs 3.4A and 3.4B of the Bid Document and/or specifications) since:____/____/____ and to this date ____/____/____
Month Day Year Month Day Year

have _____ years of experience.

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

ATTACHMENT FORM #2 (SHEET 2 OF 4)MAIN OPERATING FACILITY:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

FACILITY THAT WILL SERVICE THIS CONTRACT:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

SOURCE OF TECHNICAL INFORMATION:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

SOURCE OF MAJOR REPLACEMENT AND SPARE PARTS:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

ATTACHMENT FORM #2 (SHEET 3 OF 4)PARTS LENDING PLAIN IN FORCE WITH:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

MACHINE SHOP FACILITIES:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

ELECTRIC APPARATUS REPAIR SHOP:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

Note: Copies of agreements with appropriate outside vendors, companies and spare lending parts may be required of the successful bidder.

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

ATTACHMENT FORM #2 (SHEET 4 OF 4)**STATEMENT PER GROUP SUPERVISORY CONTROL EXPERIENCE:**

I/We have _____ year experience in Group Supervisory Control or solid state microprocessor control of the same kind and with identical equipment as subject of this contract and as reference we furnish the following addresses:

COMPANY AND/OR BUILDING NAME:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

SUPERVISOR OF ABOVE PLACE:

NAME : _____
ADDRESS: _____
CITY: _____ STATE: _____
ZIP: _____
PHONE NUMBER: _____
FACSIMILE: _____

ELEVATOR CHARACTERISTICS OF ABOVE PLACE(s):

| |
|--|
| |
| |
| |
| |
| |

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

ATTACHMENT FORM #3 (SHEET 1 OF 2)

TOOL LIST

| DESCRIPTION OF TOOL: | ON TRUCK | IN SHOP | OTHER SOURCE | ON JOB |
|---|-------------|------------|-----------------|-----------|
| 1. Visicorder Chart Recording Scope. | | | | |
| 2. Machine tools capable of grooving the main driving sheave on the job site. | | | | |
| 3. Electric Commutator Undercutting Tool. | | | | |
| 4. Commutator Resurfacing Tool that allows Precision resurface of the commutator without removal from the machine room for motors and generators. These shall be specific surfacing tools for the motors and generators covered under these specifications. | | | | |
| 5. Rope Shortening Tools | | | | |
| 6. Heavy-duty Gear and Sprocket Pullers for the specific machines covered under these specifications. | | | | |
| 7. Digital Volt-Ohm Meters. | | | | |
| 8. Hydraulic Load Weighting Calibration Tool | | | | |
| 9. Handrail Vulcanizer. | | | | |
| 10. Stator Core Extractors for specific machines. | | | | |
| 11. Brake Coupling Pullers. | | | | |
| 12. Guillotine Type Wire-Rope Cutters. | | | | |

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

ATTACHMENT FORM #3 (SHEET 2 OF 2)

TOOL LIST (continued)

| DESCRIPTION OF TOOL: | ON TRUCK | IN SHOP | OTHER SOURCE | ON JOB |
|---|-------------|------------|-----------------|-----------|
| 13. Quick Trust Gauge of the Chatillion Type | | | | |
| 14. Door Trust Gauge o the Chatillion Type | | | | |
| 15. Brake Torque Meter Adjuster's Meter Kits | | | | |
| 16. Escalator New Bearing Replacement Kits | | | | |
| 17. Gear Alignment Kits | | | | |
| 18. Step-in Lifters for Escalators | | | | |
| 19. Contact Aligning Tolls | | | | |
| 20. Microcomputer Based Traffic Analyzer Delta Model #5049. | | | | |
| 21. Brush Spring Tensionmeters | | | | |
| 22. Packing Pullers | | | | |
| 23. Caliper Type Micrometers | | | | |
| 24. Elevator Safety Dynameter | | | | |
| 25. Torque Multipliers for elevator safety tests | | | | |
| 26. Hydraulic Oil Filtering Units | | | | |
| 27. Escalator Chain Breakers | | | | |

BID SUBMITTAL FOR:

FIRM NAME: OTIS ELEVATOR COMPANY

| ITEM | QUANTITY | DESCRIPTION | UNIT PRICE | TOTAL |
|------|----------|-------------|------------|-------|
|------|----------|-------------|------------|-------|

Where other source is indicated state source of tool(s) on additional sheet(s)

ATTACHMENT FORM #4:

Date: ____/____/____
Month Day Year

STATEMENT

I/We agree to the following:

To be in contact with our personnel through pagers (beepers) and/or radio communications, and/or cellular telephone.

All handwritten reports shall be neat and legible.

To submit to Miami-Dade County the results of all safety tests including pressure tests, annual and full load test, and to complete and return to Miami-Dade County their standard safety test form if requested.

SIGNATURE: _____

PRINT NAME: _____

BID PROPOSAL FOR:

ELEVATOR MAINTENANCE SERVICES FOR OTIS ELEVATOR
EQUIPMENT

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: ELEVATOR MAINTENANCE SERVICES FOR OTIS ELEVATOR EQUIPMENT

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ Place a check mark here to affirm compliance with this disclosure requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
 Yes _____ No _____
 and
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?
 Yes _____ No _____

GENERAL BIDDER INFORMATION AND BID SIGNATURE

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____ Fax No. _____ E-mail address: _____

FEIN No. ____/____-____/____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
 (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____
 (Signature of authorized agent)

Print Name: _____ Title: _____

ACCEPTANCE OF BID BY THE COUNTY: (this section to be completed by County personnel only)

By signature below, the County confirms its acceptance of the bid tendered by the above identified vendor under the above identified bid. A separate award summary sheet and a separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: _____ Date of signature: _____

Printed name and title of authorized County official:

Purchase Order Number assigned to this contract for billing purposes: _____

